



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

June 06, 2012

25 June 6, 2012

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT WITH LOS ANGELES COUNTY OFFICE OF
 EDUCATION TO PROVIDE GAIN JOB READINESS AND CAREER PLANNING SERVICES
 (ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) is seeking approval of a new two-year contract with Los Angeles County Office of Education (LACOE) to provide Job Readiness and Career Planning Services to the County's Greater Avenues for Independence (GAIN) and Refugee Employment Services (REP) participants. These services assist participants in overcoming employment barriers through goal setting, building self-esteem, and provides employment seeking and placement activities which enable participants to obtain gainful employment.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Acting Director of DPSS or her designee to prepare and execute a contract substantially similar to the enclosed contract (Enclosure I), with LACOE, effective July 1, 2012 at a maximum contract amount of \$33,881,737 for a two-year period with one additional one-year renewal for a maximum of \$17,224,638. The total maximum for the three-year period is \$51,106,375, to provide Job Readiness and Career Planning Services (Orientation and Job Club Services) to participants of the Department's GAIN and REP Programs. Funding for Fiscal Year (FY) 2012-13 is included in the DPSS' FY 2012-13 Budget. Funding for future years will be included in the Department's annual budget requests.

2. Delegate authority to the Acting Director of DPSS or her designee to prepare and execute an amendment to exercise the County's option to extend the contract for the additional one-year period effective July 1, 2014 through June 30, 2015. The approval of the State and the Chief Executive Office (CEO) will be obtained prior to executing such amendment.

3. Delegate authority to the Acting Director of DPSS or her designee to prepare and execute amendments to the contract to add relevant updated terms and conditions that result in any increase or decrease of no more than ten percent of the original contract amount when the change is necessitated by additional and necessary services that are required in order to comply with changes in federal, State, or County requirements. The approval of County Counsel as to form and the CEO will be obtained prior to executing such amendments and the Acting DPSS Director will notify the CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this contract will allow DPSS to continue to provide State-mandated Job Readiness and Career Planning Services to its GAIN and REP participants. These services include Orientation and Job Club services that provide GAIN and REP participants with the tools, skills, information and resources to enable them to overcome barriers and find work through their own efforts. These services assist individuals to move from welfare dependency to self-sufficiency. It is projected that LACOE will provide services to 15,000 GAIN and REP participants each year.

Services are currently being provided by LACOE to GAIN and REP participants through a contract that commenced July 1, 2007 and will expire on June 30, 2012. During the term of the current contract, LACOE has consistently adapted to program changes and requirements and met the contractual requirements. LACOE has provided these services for more than ten years.

Implementation of Strategic Plan Goals

This recommendation is consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness: Maximize the effectiveness of processes, structure and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The maximum contract amount for the two-year period from July 1, 2012 through June 30, 2014 is \$33,881,737. The maximum annual amount for the one-year renewal is \$17,224,638. The total maximum for the three-year period is \$51,106,375. Funding for FY 2012-13 is included in the DPSS' FY 2012-13 Budget. Funding for future years will be included in the Department's annual budget requests. The GAIN portion of the contract is fully funded with CalWORKs Single Allocation, there is no additional net County cost (NCC) impact after the required CalWORKs Maintenance of Effort is met. There is no NCC cost for REP because it is 100 percent federally funded.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract provides for termination by the County upon 30 day written notice, should termination be in the County's best interest. The Agreement also contains a provision which limits the County's obligation if funding is not appropriated by the State and by the Board of Supervisors.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The Contractor is in compliance with the Jury Service Program.

The Living Wage Ordinance does not apply because the recommended Contract is a non-Prop A Contract.

The CEO and County Counsel have reviewed this Board letter. The sample contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

The recommended contract was procured in accordance California Department of Social Services Operations Manual (Section 23-650.1.12,) which allows for non-competitive contracting with public education agencies (Enclosure II). LACOE has provided these services for over ten years.

CONTRACT PERFORMANCE

The monitoring of this contract is performed on a quarterly basis. The expected performance outcome is that participants receive the tools, skills, useful information and resources to enable them to overcome barriers and find work through their own efforts. The current Contract requires that; a) 50 percent of participants scheduled for Job Club actually start the program; (b) 50 percent of participants who start must complete Job Club either by obtaining employment or attending the full four-week session, and (c) 40 percent of participants who start Job Club must be placed into full-time employment.

During the term of the current contract, LACOE has consistently met the contractual requirements and provided effective and sufficient Orientation sessions and Job Club classes. For FY 2010-11, LACOE met the minimum standard for starts and completions. For FY 2010-11, LACOE's average full-time placement rate was 25 percent of participants who began Job Club. In the last two quarters, LACOE has averaged 28 percent placement rate. Due to the economic downturn and the double digit unemployment rates, LACOE has been granted a waiver for not meeting the 40 percent placement rate standard. The last monitoring for the period of January 1, 2012 through March 31, 2012 was completed in April 2012. Overall, the contractor was in compliance with the contract requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The contract will allow the continuation of State-mandated Job Readiness and Career Planning services in Los Angeles County for GAIN and REP participants.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

The Honorable Board of Supervisors

6/6/2012

Page 4

Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Acting Director

SLS:mpb

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer



**CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
FOR
GAIN JOB READINESS AND CAREER PLANNING SERVICES**

PREPARED BY:

**COUNTY OF LOS ANGELES
CONTRACT MANAGEMENT DIVISION
12900 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746-3411**

July 2012

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
FOR
GAIN JOB READINESS AND CAREER PLANNING SERVICES**

This Contract and Exhibits made and entered into this _____ day of _____ 2012 by and between the County of Los Angeles Department of Public Social Services (hereinafter referred to as COUNTY) and Los Angeles County Office of Education (LACOE) (hereinafter referred to as CONTRACTOR). LACOE is located at 9300 E. Imperial Highway, Downey, CA 90242.

RECITALS

WHEREAS, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, provided for the Temporary Assistance for Needy Families (TANF) program; and

WHEREAS, AB 1542 Chapter 270, Statutes of 1997, established the California Work Opportunity and Responsibility to Kids (CalWORKs) Act of 1997. The GAIN program is the employment and training aspect of CalWORKs, a statewide employment program designed to enable participants to achieve self-sufficiency through employment; and

WHEREAS, CONTRACTOR is a local government agency, is qualified and has the experience and expertise to provide Job Readiness & Career Planning Services; and

WHEREAS, COUNTY finds it necessary to secure such professional services through this Contract; and

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, services, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

EXHIBIT A	Statement of Work
	Technical Exhibit 1 Performance Requirements Summary
	Technical Exhibit 1A Performance Requirements Summary Chart
	Technical Exhibit 2 Contract Discrepancy Report
	Technical Exhibit 3 Contractor Civil Rights Complaint Activity Report
	Technical Exhibit 4 Monthly Management Report List
	Technical Exhibit 5 GAIN Participant Feedback Sheet
	Technical Exhibit 6 Job Readiness & Career Planning Services Flow Chart
	Technical Exhibit 7 Breakdown of GAIN Regional Service Areas By City
	Technical Exhibit 8 Literacy Screening Tools
	Technical Exhibit 9 Regional GAIN Offices and Sub-Offices
	Technical Exhibit 10 Service Provider Referral GN 6006
	Technical Exhibit 11 Notification of Change From Service Provider GN 6007
	Technical Exhibit 12 Contractor Manager & Alternate Contractor Manager Job Description
EXHIBIT B	Contractor's Budget
EXHIBIT C	Contractor's EEO Certification
EXHIBIT D	County's Administration
EXHIBIT E	Contractor's Administration
EXHIBIT F	Contractor Employee Acknowledgment and Confidentiality Agreement
EXHIBIT G	Jury Service Ordinance
EXHIBIT H	Safely Surrendered Baby Law
EXHIBIT I	Intentionally Omitted
EXHIBIT J	Contractor's Nondiscrimination in Services Certification
EXHIBIT K	Attestation to Willingness to Consider GAIN and GROW Participants
EXHIBIT L	Sample Monthly Invoice Format
EXHIBIT M	Sample Quarterly Reconciliation Invoice Format
EXHIBIT N	Internal Revenue Service Notice 1015
EXHIBIT O	Certification of No Conflict of Interest
EXHIBIT P	Familiarity with the County Lobbyist Ordinance Certification
EXHIBIT Q	Civil Rights Handbook
EXHIBIT R	Charitable Contributions Certification
EXHIBIT S	Criminal Conviction Information Notice and Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.1–Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable leeway or variance from the Contract Standard, above which COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way.

The AQL recognizes the fact that less than Standard performance may sometimes be unintentional. However, COUNTY expects expert professional services to be provided at all times.

2.2 ADVANCED PREP PARTICIPANTS

Participants assigned to Job Club who clearly demonstrate “Advanced Preparation” via specific indicators, can bypass regular Job Club flow and begin supervised Job Search activities in the Workforce Center/Computer Lab.

2.3 APPRAISAL

The initial interview with the GAIN participant conducted by the GSW at the time he/she enters the Welfare-to-Work program. The appraisal provides information about the GAIN participant’s employment history and skills, the need for supportive services, and any other information required to determine appropriate assistance and employability versus exemption from work requirements.

2.4 BARRIERS

Personal or other problems/issues that interfere with participation in the Welfare-to-Work program and employment. Barriers can be temporary or long term.

2.5 BOARD OF SUPERVISORS

The Board of Supervisors of the County of Los Angeles.

2.6 BUDGET

The document that details the CONTRACTOR's costs for providing services and that is included in the Contract. The Budget contains the following:

Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).

Indirect Costs - General Accounting/Bookkeeping, Management Overhead and other (specified).

Total Cost of Contract Services - The total of Direct and Indirect Costs.

2.7 CalWORKs

Acronym for "California Work Opportunity and Responsibility to Kids" which is the State of California's time-limited federal TANF assistance program for needy families designed to assist the transition from welfare to self-sufficiency.

2.8 CalWORKs AND GAIN DIVISION

A division within DPSS assigned the responsibility for administration of the GAIN/REP program. This division is also responsible for the provisions of technical assistance to contractors to ensure GAIN/REP program requirements are met.

2.9 CASE MANAGEMENT

The coordination of services and activities, beginning with Orientation, and including but not limited to: assessing the GAIN/REP participant's employability and need for supportive services; developing the Welfare-to-Work plan with the GAIN/REP participant; attendance and progress in Welfare-to-Work activities; identifying and authorizing supportive services; making a recommendation of cause for failure to participate; referring the GAIN/REP participant to community resources for Welfare-to-Work activities, counseling and assisting in accessing community resources and resolving problems; documenting case activity in the physical and electronic case file; and completing other required documents. These services are provided by the COUNTY and/or contracted case management staff.

2.10 CASE NUMBER

A unique seven-digit number that identifies a participant's CalWORKs/GAIN DPSS record. The number may or may not have a four-digit prefix designating the responsible COUNTY and an aid category.

2.11 CONTRACT

This agreement executed by the COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Exhibit A; Statement of Work.

2.12 CONTRACT MANAGEMENT DIVISION

The Department's Division responsible for overseeing the Contract.

2.13 CONTRACT CASE MANAGERS

A contracted employee who directly provides case management services to GAIN Welfare-to-Work participants.

2.14 CONTRACTOR

Los Angeles County Office of Education or LACOE, which has entered into this Contract with the COUNTY to perform the work covered by this Contract.

2.15 CONTRACT MANAGER

The individual designated by the CONTRACTOR to administer the Contract operations after Contract award.

2.16 CONTRACT MONITORING PLAN

The Plan developed by COUNTY, specifically for this Contract, to monitor compliance with the Contract. The elements of the plan are listed in the Performance Requirements Summary.

2.17 CONTRACT START DATE

The date CONTRACTOR begins work in accordance with the terms of the Contract.

2.18 COUNTY CalWORKs PLAN

A document approved by the Los Angeles County Board of Supervisors, and certified as complete by the California Department of Social Services (CDSS), which provides local planning activities and implementation of CalWORKs program components in Los Angeles County.

2.19 COUNTY CONTRACT ADMINISTRATOR (CCA)

The person designated by COUNTY Contract Manager to manage the operations under this Contract. The CCA provides directions to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

2.20 COUNTY CONTRACT MANAGER

The person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator.

2.21 COUNTY CONTRACT PROGRAM MONITOR (CPM)

The person designated by COUNTY with responsibility to oversee the day to day activities of this Contract, monitor, audit and evaluate any and all tasks, deliverables, goods, services and other work provided by the CONTRACTOR.

2.22 COUNTY OFFICE OF EDUCATION

The Los Angeles County Office of Education (LACOE).

2.23 DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS OR DEPARTMENT)

The COUNTY department responsible for providing social services and financial assistance to eligible persons in Los Angeles County. DPSS is required by the California Department of Social Services to provide services which assist recipients of CalWORKs and General Relief to qualify for, locate and retain employment through the GAIN, GROW and REP Programs.

2.24 DIRECTOR

The Director of the County of Los Angeles Department of Public Social Services (DPSS).

2.25 DUAL TRACK SCREENING

GAIN staff assigns a dual track designation to GAIN participants making a failing score on the Literacy Screening Tool. Dual Track candidates are offered the option during Job Club to combine part-time work concurrent with a Welfare-to-Work remedial course to improve literacy; i.e., reading, writing, math, English as a Second Language (ESL) and Vocational English as a Second Language (VESL).

2.26 EARNED INCOME TAX CREDIT

A federal tax credit issued as an incentive to low to moderate income workers and encouragement to work.

2.27 EMPLOYMENT COUNSELING

Counseling aimed at helping the GAIN participant reach an informed decision on an appropriate employment goal which is provided by a person who has been trained or has experience as an employment counselor.

2.28 FISCAL YEAR

COUNTY Fiscal Year which commences on July 1 and ends the following June 30.

2.29 FLEX (CONCURRENT) JOB CLUB SERVICES

Job Club or Supervised Job Search provided concurrently on a part-time basis with another CalWORKs GAIN activity, or a supplement a GAIN/REP participant's part-time employment/education of at least 20 hours per week. This includes participants in homeless activities.

2.30 FULL-TIME EMPLOYMENT

Working at least thirty-two (32) hours per week for a single head of household or thirty-five (35) hours per week for a two-parent household, in a job which pays a salary that at least equates to the federal minimum wage or the State minimum wage, whichever is higher.

2.31 GAIN

Acronym for "Greater Avenues for Independence," a program established on September 26, 1985 with the passage of the State of California Assembly Bill 2580. The GAIN program establishes a comprehensive system of services to assist CalWORKs participants in obtaining unsubsidized employment.

2.32 GAIN COUNTY PLAN

A document approved by the Los Angeles County Board of Supervisors, and certified as complete by the California Department of Social Services (CDSS), which provides local planning activities and implementation of CalWORKS program components in Los Angeles County.

2.33 GAIN EMPLOYMENT ACTIVITY AND REPORTING SYSTEM (GEARS)

The automated data management system used to support the GAIN Program in Los Angeles County by tracking participants, authorizing payments, generating reports, maintaining inventories of available resources, and providing program monitoring data.

2.34 GAIN PARTICIPANTS

TANF/CalWORKs applicants/recipients who the COUNTY has determined to be eligible for participation in the GAIN Program.

2.35 GAIN SERVICES WORKERS (GSW)

DPSS and contracted staff who directly provide case management services to GAIN Program.

2.36 GENERAL EDUCATIONAL DEVELOPMENT (GED) LEVEL

The educational level attained through formal or informal learning that is required for a person to perform satisfactorily on the job. This measure is not related to job specific information.

2.37 GIFT CERTIFICATE

A \$25 gift certificate raffled at the end of the first week of Job Club, to increase participation.

2.38 GOALS MOTIVATIONAL PROGRAM

A guide book to personal success used by LACOE staff to motivate Job Club participants utilizing the Ten Keys of Success.

2.39 HOT JOBS

Job Placements session, which includes a variable range of job leads to be reviewed by LACOE staff and participants.

2.40 INDIVIDUALIZED JOB SEARCH PLAN

A plan developed during Job Club that identifies and tracks participants skills, experience and job choices.

2.41 JOB CLUB SERVICES

A GAIN activity, four weeks in length for English and Spanish and Non-English/Non-Spanish (NE/NS) Job Club classes, providing employment seeking and placement activities, enabling GAIN/REP participants to obtain gainful employment.

2.42 JOB DEVELOPER

CONTRACTOR and COUNTY staff who assist GAIN/REP participants in finding employment by networking with local businesses to locate employment opportunities, referring GAIN participants to employers with job openings that match their qualifications, and disseminating job opening information to COUNTY/contracted GAIN/REP case management staff.

2.43 JOB DEVELOPMENT

A GAIN/REP activity consisting of 1) the identification and creation of employment opportunities for GAIN/REP participants, and 2) employment-seeking assistance provided to the GAIN/REP participant, on a one-to-one basis, by a person who has been trained or has experience as an employment counselor.

2.44 JOB PLACEMENT

The initial employment of a GAIN/REP participant in a particular full-time job or part-time job.

2.45 JOB PLACEMENT RATE

The Job Placement Rate shall be the ratio of the Job Placement Count to the Job Club Starts each month. The monthly rate shall be calculated by dividing the Job Placement Count by the number of Job Club starts. GAIN/REP participants who start a Job Club session that extends beyond the start month shall be included in the calculation of the Job Placement Rate. Participants who start Job Club but who are excused from completing Job Club by their GSW/RCM will not be included in the calculation. The “placement window” begins on GAIN/REP participants’ first day of the Job Club session and ends eight-weeks following the end date of the Job Club session.

- < **Job Placement Count:** - The Job Placement Count is the sum of all GAIN/REP participants who start Job Club and the participant secures full-time employment.
- < **A GAIN/REP Participant** who starts Job Club, with the CONTRACTOR’s assistance, acquires enrollment in an education/training program in combination with part-time employment following Vocational Assessment and/or during the “placement window”, is credited to the CONTRACTOR as a Full-Time Placement Count.
- < **The Flex or Dual Track GAIN/REP Participant** who starts Job Club and secures part-time employment equal to the number of hours referred to Job Club, or secures extended work hours on the existing part-time employment that may total more than 32 hours is credited a Full-time Placement Count.
- < **Job Club Starts Count** - The Job Club Starts shall be the number of GAIN participants who start Job Club during the month.

2.46 JOB READINESS & WORKFORCE PREPARATION SEGMENT

A program designed to provide enhanced Welfare-to-Work activities/services to Los Angeles County GAIN participants. The Program consists of two major components: (1) a one-day Orientation classroom activity which includes a motivation segment and (2) a four-week Job Club which includes a Job Search segment for English, Spanish, Non-English/Non-Spanish (NE/NS), and Refugee Employment Program (REP) participants.

2.47 LABOR MARKET INFORMATION (LMI)

A users’ guide that is created, maintained and updated by the California Employment Development Department’s (EDD) Labor Market Information Division to assist in gathering labor market information. Information available on LMI is used by DPSS and its contractors to develop education and training resources. LMI may be accessed through the internet at www.labormarketinfo.edd.ca.gov.

The LMI, which is periodically updated, provides a list of entry-level growth occupations best suited for GAIN participants. It is used by DPSS and its intermediaries to develop education and training resources for GAIN and by case managers and vocational assessors in the development of viable employment plans for GAIN participants.

2.48 LEARNING DISABILITIES

A heterogeneous group of disorders manifested by significant difficulties in the acquisition and use of listening, speaking, reading, writing, reasoning or mathematical abilities. These disorders are intrinsic to the individual and presumed to be central nervous system dysfunction. Even though a learning disability may occur concomitantly with other handicapping conditions (e.g., sensory or mental impairment); or environmental retardation, social and/or emotional disturbance influences (e.g., cultural differences, insufficient/inappropriate instruction, psychogenic factors); it is not the direct result of those conditions or influences.

These disorders interfere with the participant's ability to obtain or retain employment or enter and participate in the CalWORKs program.

2.49 LEARNING DISABILITIES PROGRAM

A program designed to improve services to Welfare-to-Work participants by offering screening and evaluation for Learning Disabilities, documenting the identification of a Learning Disability and accommodations needed by the participant to become self-supporting.

2.50 LEP

Acronym used to identify GAIN participants who are "Limited English Proficient." LEP means an individual whose primary language is not English and who is unable to speak, read, write or understand the English language at a level that permits him/her to have a meaningful access to and participate fully in DPSS benefits, programs and services.

2.51 LITERACY SCREENING TOOL

A practice application administered to GAIN participants during Orientation to determine their English proficiency.

2.52 INTENTIONALLY OMITTED

2.53 MOCK INTERVIEWS

Practice job interview completed by participants and recorded through web-cams to capture video and provide instant feedback.

2.54 MONTHLY MANAGEMENT REPORT (MMR)

A group of reports (GAIN/GROW/REP) provided monthly to the CCA by the CONTRACTOR's Contract Manager. The MMR provides details of the Contract functions performed. Format and content of the management report must be approved by COUNTY.

2.55 OCCUPATIONAL EMPLOYMENT STATISTICS (OES)

An occupational classification system based on annual surveys conducted by the Department of Labor.

2.56 ORIENTATION

Orientation is the first activity in Los Angeles County's Welfare-to-Work Program. This one-day activity provides an overview of the GAIN program and services in the morning and the afternoon is devoted to motivational training.

2.57 PART-TIME EMPLOYMENT

Working a minimum of twenty (20) hours and less than thirty-two (32) hours per week for a single parent household, or under a total of thirty-five (35) hours per week for a two-parent household, in a job for wages which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

2.58 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The document furnished by COUNTY (Exhibit A, Statement of Work, Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. COUNTY will use the Exhibit A, Statement of Work and PRS in evaluating CONTRACTOR to assure that the Contract performance standards are met.

2.59 POST-EMPLOYMENT SERVICES (PES)

Work-related supportive services are available to part-time and full-time working GAIN/REP participants as long as they are CalWORKs aided. Limited services are available in certain circumstances once a GAIN/REP participant is no longer CalWORKs aided.

The goal of PES services is to provide GAIN/REP participants with information and services to enable them to retain employment, improve career potential, and achieve economic self-sufficiency at a living wage prior to exhausting their 48-month CalWORKs time-limit.

2.60 QUALITY ASSURANCE MONITORING PLAN (QAMP)

The Plan developed by COUNTY, specifically for this Contract, to monitor compliance with the Contract. The elements of the Plan are listed in the Performance Requirements Summary.

2.61 QUALITY CONTROL PROGRAM

All necessary measures taken by CONTRACTOR to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearances, completeness, consistency, and conformity.

2.62 QUARTERLY REPORT 7 (QR7)

An income/eligibility report submitted once per quarter (in the third month of the quarter). Eligibility and benefits for a three-month period are based on information provided on the QR 7.

2.63 REFUGEE CASE MANAGERS

A Contracted employee who directly provides case management services to GAIN/RCM Welfare-to-Work participants.

2.64 REFUGEE CASH ASSISTANCE (RCA) PARTICIPANTS

RCA is a cash benefit, limited to 8-months, for refugees who are single adults or families without children. RCA participants are refugees who are receiving RCA benefits and participating in the Refugee Employment Program.

2.65 REFUGEE EMPLOYMENT PROGRAM (REP)

The Refugee Employment Program (REP) is an employment services program for eligible refugees, designed to help refugee participants who are aided through public assistance, as well as some non-aided refugee participants. The goal is to assist in finding employment that will ultimately lead to self-sufficiency. REP services, which include community outreach, case management, employment, training and placement services are offered to refugees in the United States less than five years. REP services assist refugee participants in adjusting and adapting to the American workplace, learning English, securing employment, and ultimately achieving self-sufficiency to avoid dependence on welfare.

2.66 RESOURCE AND REFERRAL/ALTERNATIVE PAYMENT PROGRAM (R&R/APP) PROVIDERS

There are eleven (11) Resource & Referral/Alternate Payment Provider Agencies with staff co-located at each GAIN Regional Office. R&R/APP staff provide information to GAIN participants on child care eligibility, payment processing, and referrals to available licensed child care during the GAIN Orientation segment of Job Club.

2.67 SELF-SUFFICIENCY

A level at which GAIN participants have the skill and ability to be economically independent and have obtained a steady source of income that removes the need for welfare assistance.

2.68 STANDARD

A minimum requirement set by the COUNTY for the CONTRACTOR to perform a service or activity.

2.69 STATEMENT OF WORK

The document that describes:

- Specific requirements for management services and deliverables associated with those services and;
- The relationship that will exist between COUNTY and CONTRACTOR.
- Exhibit A to this Agreement.

2.70 SUBSIDIZED EMPLOYMENT

Employment in which a GAIN participant's wage is provided by a subsidy.

2.71 SUPERVISED JOB SEARCH

An organized method of seeking work which may include: accessing the phone banks, job orders and direct referrals to employers in a clean and well-lighted place, which is overseen, reviewed and critiqued by a person who has been trained or has experience as an employment counselor.

2.72 SUPPORTIVE SERVICES

Services available to GAIN/GROW participants to enable them to participate in GAIN/GROW activities. The following are included under the Supportive Services umbrella: supplies and services as they refer to Mental Health, Substance Abuse and Domestic Violence. This term is also used to refer to funds authorized by the GSW/Contract Case Manager to cover services and supply costs. Examples of services and supplies are: child care, transportation, tools, etc., made available to the GAIN participants by the COUNTY, which enable them to participate in GAIN activities and/or accept employment opportunities.

2.73 TANF

Acronym for "Temporary Assistance for Needy Families." Name of the federal welfare reform program which provides time-limited assistance to needy families and assists them to transition from Welfare-to-Work. TANF is known in California as CalWORKs.

2.7.4 TARGETED JOB TAX CREDIT

A wage subsidy in the form of a tax credit given to employers who hire new eligible GAIN participants

2.7.5 UNSUPERVISED JOB SEARCH

An activity in which the GAIN participant independently seeks employment and is required to make periodic progress reports.

2.76 VOCATIONAL ASSESSMENT

A comprehensive evaluation process consisting of a variety of formal and informal vocational assessment procedures whose purpose is to generate information useful to career guidance and planning of job training and placements for GAIN/GROW participants.

2.77 WAGE RATE

The average initial (entry level) hourly wage paid for all GAIN participants who enter employment in a given month.

2.78 WELFARE FRAUD

The willful and criminal deception intended to obtain funds from COUNTY. The most common type of fraud is the GAIN participant's failure to report his/her income. This includes earnings from employment and unearned income; e.g., child support, unemployment benefits, disability benefits, etc.

2.79 WELFARE-TO-WORK ACTIVITY

The series of components that make up the Welfare-to-Work/GAIN Program. Components include but are not limited to: Orientation/Appraisal, Self-Initiated Program, Job Club/Job Search, Vocational Assessment, Post Assessment Activities and Post Employment.

2.80 "WORK FIRST" MESSAGE

Welfare-to-Work program focus on moving GAIN participants rapidly into jobs.

2.81 WORKFORCE INVESTMENT ACT

The Workforce Investment Act of 1998 (WIA) provides the framework for a unique national workforce preparation and employment system designed to meet the needs of the nation's businesses and the needs of job seekers and those who want to further their careers. GAIN participants are eligible for and are encouraged to utilize WIA services.

2.82 WORKFORCE PREPARATION SEGMENT

The first segment of Job Club services provided the first week which follows the one day Orientation Activity, to focus on pre-employment skills. This segment is conducted in a group activity and uses a classroom format.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Exhibit A, Statement of Work.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1 Subject to COUNTY's right to terminate earlier in whole or in part for convenience, non-appropriation of funds or defaults of CONTRACTOR, the term of this Contract shall be for a two-year period commencing on July 1, 2012, and terminating on June 30, 2014, subject to Amendments permitted under Section 8.1.
- 4.2 At the COUNTY's sole option, the Contract may be extended for an additional one-year period commencing on June 30, 2014 through June 30, 2015.
- 4.3 The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.
- 4.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration date of this Contract as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY at the address herein provided in Exhibit D, County's Administration.

5.0 CONTRACT SUM

5.1 MAXIMUM CONTRACT AMOUNT

The maximum compensation amount for the two-year term of July 1, 2012 through June 30, 2014 is \$33,881,737 (Maximum Contract Amount). The Maximum Contract Amount if the Contract is extended pursuant to Subsection 4.2 above for the entire three-year period shall be \$51,106,375.

Each possible Fiscal Year is subject to the following annual maximum amounts:

Fiscal Year 2012-13: \$16,847,042
Fiscal Year 2013-14: \$17,034,695
Fiscal Year 2014-15: \$17,224,638

The Contract amount for REP for the period from July 1, 2012 through June 30, 2013 shall be \$348,807 which is included in the annual maximum of \$16,847,042. The Contract amount for REP for the period from July 1, 2013 through June 30, 2014 shall be \$352,097 which is included in the annual maximum of \$17,034,695. The Contract amount for REP for the period from July 1, 2014 through June 30, 2015 shall be \$355,424 which is included in the annual maximum of \$17,224,638. The contract amount for REP is conditioned on the continuing availability of Refugee Social Services and Targeted Assistance funds. Future funding will be contingent upon the availability of funds subsequent to the release of the State allocation and maybe subsequently adjusted based on that allocation.

In the event COUNTY determines that based on the GAIN participant caseload, the number of Job Club class sessions described in Exhibit A, Statement of Work, shall be reduced, the Contract Budget, Exhibit B, shall be reduced accordingly. A Contract Amendment shall be executed to reduce the Contract Maximum and the annual maximum(s).

5.1.1 Contract expenditures that exceed the maximum amount or the annual maximum shall not be reimbursed by COUNTY and shall become the fiscal responsibility of CONTRACTOR.

5.2 COMPENSATION

5.2.1 Payments will be made monthly in arrears provided that CONTRACTOR is not in default under any provisions of the Contract and has submitted a complete and accurate statement of payment due, with documentation attached, supporting the statement of payment due.

5.2.2 The CONTRACTOR will be compensated based on the actual cost for all aspects of the Orientation and Job Club requirements. For the first and second month of each quarter, CONTRACTOR shall be paid a flat amount equal to 1/12 of the annual budget included in Exhibit B. The COUNTY will reconcile monthly payments to the CONTRACTOR's quarterly reconciliation invoice representing CONTRACTOR's actual costs as provided under PART 5.0 CONTRACT SUM, Section 5.5 Invoices and Payments, herein.

5.3 RECORD KEEPING SYSTEM

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided in Exhibit D, County's Administration.

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

5.5.1 The CONTRACTOR shall invoice the COUNTY on a monthly basis for the first two months of services and not bill on the third month as a quarterly reconciliation invoices shall be completed for the quarter. CONTRACTOR will invoice only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder and as provided in Exhibit B, Contractor's Budget.

5.5.2 CONTRACTOR shall prepare and submit, on a monthly basis, a total of three invoices: one invoice to report the costs for Orientation and GAIN Job Services (Reference Exhibit L-1; Sample Monthly Invoice Format), the second invoice to report the costs of the Refugee Employment Services – CalWORKs (Reference Exhibit L-2; Sample Monthly Invoice Format) and the third invoice to report the costs of the Refugee Employment Services – Non-CalWORKs (Reference Exhibit L-3; Sample Monthly Invoice Format) in an original to the County Contract Administrator (CCA).

5.5.3 Monthly invoices are to be submitted within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed. Each invoice shall be supported by back-up documentation to validate the invoice amount. The documentation shall include, but may not be limited to the Monthly Management Report.

- 5.5.4** The COUNTY will review and authorize payment of the invoice as soon as possible after receipt. The COUNTY will make a reasonable effort to effect payment to the CONTRACTOR within thirty (30) calendar days from receipt of an invoice which is accurate and complete as to form and content. The CONTRACTOR shall invoice and the COUNTY shall authorize payment only for Job Readiness and Career Planning Services completed during the invoice month. For invoicing purposes, the CONTRACTOR shall clearly identify services as “Job Readiness & Career Planning Services”.

CONTRACTOR shall submit the invoice to the CCA at:

**Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
Attention: County Contract Administrator**

- 5.5.5** CONTRACTOR shall provide a quarterly reconciliation invoice of actual costs within thirty (30) calendar days after the end of each quarter. For this Contract, the first quarterly Reconciliation Invoice shall be for July 2012 through September 2012 and shall be submitted to COUNTY no later than October 31, 2012.
- 5.5.6** COUNTY shall not make monthly payments for the third month of each quarter (e.g. September, December, March and June), until the Reconciliation Invoice has been received and processed by COUNTY.
- 5.5.7** For all reconciliations, CONTRACTOR shall use quarterly invoices similar to Exhibit M; Sample Quarterly Reconciliation Invoice Format.
- 5.5.8** CONTRACTOR shall include with the Reconciliation Invoice the detailed line item support documentation to validate the Reconciliation Invoice amounts, in accordance with Exhibit B; Contractor’s Budget, which includes but is not limited to, the following:
- 5.5.8.1 Administrative costs and support services costs, separately identified for each service type, i.e., Orientation and Job Club.
 - 5.5.8.2 Personnel expenditures for each service type itemized by pay classification, e.g., certificated salaries, classified salaries, etc.

- 5.5.8.3 Contract expenditures not listed above per Sub-Section 5.5.8.1 and 5.5.8.2 shall be listed separately, e.g., fringe benefits, supplies, equipment, and any other information found necessary by CONTRACTOR or COUNTY.
- 5.5.8.4 Any prorated cost(s) pursuant to Sub-Section 5.5.8.1, 5.5.8.2 and 5.5.8.3 above shall be clearly identified on the Reconciliation Invoice.
- 5.5.9** Any reconciling adjustments to the monthly payment will be handled in accordance to the provisions as stated below.
- 5.5.9.1 If the quarterly reconciliation finds that COUNTY's dollar liability was more than payments made by the COUNTY to CONTRACTOR, COUNTY shall pay the difference to CONTRACTOR. In the event that COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then COUNTY shall deduct the difference against future payments hereunder to CONTRACTOR.
- 5.5.9.2 Payment to CONTRACTOR may be subject to deduction for liquidated damages, as defined in Section 5.7 or in PART 8.0 STANDARD TERMS AND CONDITIONS, Section 8.27 Liquidated Damages.
- In no event shall COUNTY's maximum obligation under this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract for each Fiscal Year of the Contract.
- 5.5.10** COUNTY's Approval of Invoices.
- All invoices submitted by the CONTRACTOR for payment must have the written approval of the County Contract Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.
- 5.5.11** The COUNTY may delay the last payment due hereunder up to six (6) months after the termination of the Contract. The CONTRACTOR shall be liable for payment on thirty (30) days written notice of any offset authorized by the COUNTY not deducted from any payment made by the COUNTY to the CONTRACTOR.

5.5.12 Prior to receiving final payment hereunder, the CONTRACTOR shall submit a signed, written release discharging the COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

5.6 NON PAYMENT OF SERVICES

The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sections are designated in Exhibit D, County's Administration. The COUNTY shall notify the CONTRACTOR in writing of any changes in the names or addresses shown.

6.1 COUNTY CONTRACT MANAGER

Responsibilities of the County Contract Manager include:

- 1) Ensuring that the objectives of this Contract are met;
- 2) Providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.
- 3) Negotiating with CONTRACTOR on changes in service requirements pursuant to the Contract Part 8.0, Standard Terms and Conditions, Section 8.1, Amendments.

6.2 COUNTY CONTRACT ADMINISTRATOR (CCA)

The responsibilities of the County Contract Administrator (CCA) include:

- 1) Overseeing the day-to-day administration of this Contract;
- 2) Providing direction to the CONTRACTOR in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to the Contract;

- 3) Meeting with the Contractor Manager on a regular basis;
- 4) Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR;
- 5) Informing the CONTRACTOR of the name, address and telephone number of the CCA in writing, at the time of Contract is awarded, and at any time thereafter a change of CCA is made.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY CONTRACT PROGRAM MONITOR (CPM)

The County Contract Program Monitor (CPM) is responsible for the quality monitoring of CONTRACTOR's performance. The CPM reports to the CCA.

The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR MANAGER

7.1.1 Contractor Manager is designated in Exhibit E; Contractor's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the Contractor Manager.

7.1.2 Contractor Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CCA and CPM on a regular basis.

Specifically, the Contractor Manager, or his/her alternate, shall:

- a. Have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- b. Be available between 8:00 a.m. and 5:00 p.m. Monday through Friday except County holidays and on Saturdays, as required.
- c. Be able to read, write, speak and understand English.
- d. Have passed a background check conducted by CONTRACTOR including Criminal Convictions, Welfare Fraud and Employment History.

- e. Possess the education, skills and experience levels as described in Contractor Manager's Job Description contained in this Exhibit A Statement of Work, Technical Exhibit 13.

7.2 APPROVAL OF CONTRACTOR'S STAFF

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, Contractor Manager.

7.2.1 The Contractor Manager and any alternate shall be identified in writing prior to the Contract start date and at any time thereafter a change of Contractor Manager is made.

7.2.2 The Contractor Manager is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate CONTRACTOR to DPSS in any way whatsoever.

7.3 OTHER CONTRACTOR STAFFING

The CONTRACTOR shall provide staff with background, experience and expertise to provide the services required in the Statement of Work.

All CONTRACTOR staff is expected to exhibit professional behavior at all times while performing services under this Contract. Failure to do so is grounds for COUNTY to request CONTRACTOR to immediately remove such staff from working on his Contract.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. CONTRACTOR shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The background check shall, at a minimum, meet the requirements of Subsections 7.5.2, 7.5.3 and 7.5.4. The fees associated with obtaining the background information shall be at the expense of the

CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

7.5.2 CONTRACTOR shall be responsible for ensuring that CONTRACTOR staff working on this Contract have no convictions for the following offenses:

- Blackmail;
- Bribery;
- Burglary;
- Crimes Against Children and Elders;
- Embezzlement, including theft of public funds;
- Extortion;
- Falsification of Financial Statements and/or Public Records;
- Forgery;
- Grand Theft;
- Mass Murder;
- Rape, including Sexual Battery;
- Robbery;
- Sale of Narcotics and/or Dangerous Drugs (includes intent to sell); and
- Welfare fraud

7.5.3 CONTRACTOR shall verify the above by conducting background checks via Live Scan or another method which includes at a minimum the following searches:

- U.S. Criminal Records Search;
- County and/or Statewide Criminal Record Search;
- Federal Criminal Record Search;
- Driving Record Search; and
- Sex Offender Database Search

If a method other than Live Scan is used, the background check shall be conducted prior to working on this Contract, upon promotion and no less frequently than every three (3) years.

7.5.4 CONTRACTOR staff working on this Contract shall complete and sign Exhibit S; Criminal Conviction Information Notice and Certification prior to working on this Contract, upon promotion and no less frequently than every three (3) years.

7.5.5 CONTRACTOR shall notify COUNTY immediately of convictions of CONTRACTOR staff working on this Contract for any of the offences listed in Subsection 7.5.2. COUNTY may request that the CONTRACTOR's staff who is subsequently convicted of the crimes listed in Subsection 7.5.2 be immediately removed from working on the COUNTY Contract at any time during the term of this

Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

- 7.5.6** COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to the CONTRACTOR's staff that do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 7.5.7** Disqualification, if any, of the CONTRACTOR's staff, pursuant to this Section 7.5, shall not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 CONFIDENTIALITY

- 7.6.1** CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, California Welfare and Institutions Code Section 10850 County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2** CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Section, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by COUNTY in doing so.

CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

- 7.6.3** CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** CONTRACTOR performing services covered by this Contract shall sign and adhere to the provisions of the Exhibit F-1, "Contractor Acknowledgment and Confidentiality Agreement".
- 7.6.5** CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the Exhibit F-2, "Contractor Employee Acknowledgment and Confidentiality Agreement".
- 7.6.6** CONTRACTOR shall cause each non-employee (including Subcontractors) performing services covered by this Contract to sign and adhere to the provisions of the Exhibit F-3, "Contractor Non-Employee Acknowledgment and Confidentiality Agreement".

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1** For any change which materially affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or his/her designee.
- 8.1.3** The DPSS Director, or his/her designee, or Board of Supervisors, may at their discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or his/her designee.

- 8.1.4 For any change which does not materially affect the scope of work, or any other term or condition included in this Contract, a Change Notice shall be prepared and signed by the County Contract Manager and the Contractor.
- 8.1.5 The DPSS Director, or his/her designee, may prepare and sign Amendments to the Contract without further action by the County Board of Supervisors under the following conditions:
 - 8.1.5.1 Amendments shall be in compliance with applicable County, State and federal regulations.
 - 8.1.5.2 DPSS Director, or his/her designee, may without further action by County's Board of Supervisors prepare and sign Amendments to this Contract to update terms to reflect current County, State or federal regulations or policies; and/or to increase or decrease the Maximum Contract Amount of no more than ten percent which is commensurate with an increase or decrease in the services being provided under this Contract.
 - 8.1.5.3 DPSS Director, or his/her designee, shall obtain the approval of County Counsel and CEO for an Amendment to this Contract.
 - 8.1.5.4 DPSS Director, or his/her designee, will file a copy of all Amendments with the Executive Office of the County Board of Supervisors and CEO within fifteen (15) days after execution of each Amendment.
 - 8.1.5.5 The County Board of Supervisors and the State of California have appropriated sufficient funds.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.5.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.3 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the COUNTY Contract Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal,

accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 8.6 shall be conducted by CONTRACTOR and performed by Counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide County with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own Counsel, including, without limitation, COUNTY Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The Contractor shall sign and adhere to the "Contractor's Nondiscrimination in Services Certification," Exhibit J, hereunder.

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights, Department of Health and Human Services, incorporates the Civil Rights requirements of the agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its contractors and sub-contractors. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training;
- Ensuring that notices sent to participants are in their respective primary language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log;
- Maintaining records and record retention of all Civil Rights related correspondence to participants, including the Civil Rights Complaint Log, and documenting in the records whether language services and ADA accommodations were provided; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

CONTRACTOR shall sign and comply with the terms of the Contractor/Vendor Assurance of Civil Rights Compliance Resolution Agreement as set forth in Exhibit Q, and as directed by DPSS.

8.8 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY’s ordinance entitled CONTRACTOR Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the CONTRACTOR has demonstrated to the COUNTY’s satisfaction either that the CONTRACTOR is not a “CONTRACTOR” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service

with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

2. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a Subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: a) the lesser number is a recognized industry standard as determined by the COUNTY, or b) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-Section shall be inserted into any such Subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion that the CONTRACTOR demonstrates to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this *Section* shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 8.11.2** In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible CONTRACTOR

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all County Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the COUNTY's Child Support Compliance Program (*County Code Chapter 2.200*) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the *Federal Social Security Act (42 USC Section 653a)* and *California Unemployment Insurance Code Section 1088.5*, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to *Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)*.

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR.

If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1** The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.
- 8.16.2** If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1** The CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2** The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.20 FISCAL ACCOUNTABILITY

Fiscal Policies/Procedures

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with Title 29 Code of Federal Regulation (CFR) Part 97 - Uniform Administrative Requirements for State and Local governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of State, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of higher education, hospitals and other non-profit organizations.

8.21 FORCE MAJEURE

- 8.21.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-Section as "force majeure events").
- 8.21.2** Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Section, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.21.3** In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense and shall require all of its Subcontractors to maintain insurance coverage satisfying the requirements specified in Sections 8.22 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

8.22.1 Evidence of Coverage and Notice to COUNTY

- 1) Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- 2) Renewal Certificates shall be provided to COUNTY not less than ten (10) calendar days prior to CONTRACTOR's policy expiration dates. If certificates are not available within that timeframe, LACOE shall provide a binder of coverage document confirming that new insurance will be in place as of July 1. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.
- 3) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- 4) Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the attention of the CCA at:

**Department of Public Social Services
Contract Management Division (Section V)
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411**

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

8.22.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.22.3 Cancellation of or Changes in Insurance

CONTRACTOR shall provide COUNTY with, or CONTRACTOR's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change in the Required Insurance. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

8.22.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

8.22.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

8.22.6 CONTRACTOR's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

8.22.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.22.8 Sub-Contractor Insurance Coverage Requirements

CONTRACTOR shall include all Sub-Contractors as insured under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insured on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.22.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.22.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.22.11 Application of Excess Liability Coverage

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.22.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured provision with no insured versus insured exclusions or limitations.

8.22.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

8.22.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

8.22.15 Compensation for COUNTY Costs

In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.23 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.24 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.25 INDEPENDENT CONTRACTOR STATUS

8.25.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.25.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.25.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.25.4 The CONTRACTOR shall adhere to the provisions stated in Section 7.6-Confidentiality.

8.26 INSURANCE COVERAGE

8.26.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01, naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26.4 Unique Insurance Coverage

a) Property Coverage

CONTRACTORS given exclusive use of COUNTY owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The COUNTY and its Agents shall be named as an Additional Insured and Loss Payee on CONTRACTOR's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.27 LIQUIDATED DAMAGES

8.27.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.27.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Statement of Work, Technical Exhibit 1, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR and/or
- (c) Upon giving five (5) calendar day notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.27.3 The action noted in Sub-Section 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.27.4 This Sub-Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-Section 8.27.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.29.1** The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.29.2** The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C, Contractor's EEO Certification.
- 8.29.3** The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.29.4** The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5** The CONTRACTOR certifies and agrees that, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6** The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the COUNTY.

8.29.7 If the COUNTY finds that any provisions of this Section have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the County Contract Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the County Contract Manager is not able to resolve the dispute, the Department's Director or designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D; County's Administration and Exhibit E; Contractor's Administration. Addresses may be changed by either party giving ten (10) calendar days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

- 8.37.1** Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to Section 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.37.2** In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

- 8.38.1** The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- a)** The CONTRACTOR shall develop all publicity material in a professional manner; and
 - b)** During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County Contract Manager. The COUNTY shall not unreasonably withhold written consent.

- 8.38.2** The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.39.1** In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) calendar days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.39.2** Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 SPARTA PROGRAM

A County program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams Insurance Services, Inc. For additional information, a Proposer may call (800) 420-0555 or contact them through their web-address: www.2sparta.com.

8.42 SUBCONTRACTING

8.42.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

- a) A description of the work to be performed by the Subcontractor;
- b) A draft copy of the Proposed Subcontract; and

c) Other pertinent information and/or certifications requested by the COUNTY.

8.42.2 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

8.42.3 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's Proposed Subcontract.

8.42.4 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY's right.

8.42.5 The COUNTY Contract Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any Subcontract and Subcontractor employees. After approval of the Subcontract by the COUNTY, CONTRACTOR shall forward a fully executed Subcontract to the COUNTY for their files.

8.42.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.42.7 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
Attention: County Contract Administrator**

before any Subcontractor employee may perform any work hereunder.

8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section 8.46-Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.54, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

8.45 TERMINATION FOR CONVENIENCE

8.45.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.

8.45.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- 1)** Stop work under this Contract on the date and to the extent specified in such notice, and
- 2)** Complete performance of such part of the work as shall not have been terminated by such notice.

8.45.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Section 8.39 - Record Retention & Inspection/Audit Settlement.

8.46 TERMINATION FOR DEFAULT

8.46.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County Contract Manager:

- 1) CONTRACTOR has materially breached this Contract; or
- 2) CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 3) CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.46.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-Section 8.46.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-Section.

8.46.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-Section 8.46.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the

failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-Section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.46.4** If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the provisions of Sub-Section 8.46.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.45-Termination for Convenience.
- 8.46.5** The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR IMPROPER CONSIDERATION

- 8.47.1** The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.47.2** The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY Manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.47.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.48 TERMINATION FOR INSOLVENCY

8.48.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 1) Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- 2) The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- 3) The appointment of a Receiver or Trustee for the CONTRACTOR; or
- 4) The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.48.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were

appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.51 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.52 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 WARRANTY AGAINST CONTINGENT FEES

8.53.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.53.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.54 WARRANTY OF COMPLIANCE WITH COUNTY' DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CHILD/ELDER ABUSE/FRAUD REPORTING

CONTRACTOR staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

CONTRACTOR staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5. CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

9.2 COMPLIANCE WITH LAWS

9.2.1 CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)

8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
10. Various State regulations and releases listed on several attached Exhibits.

9.2.2 CONTRACTOR shall maintain all licenses required to perform the Contract.

9.2.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Exhibit R; Charitable Contributions Certification, the COUNTY seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

9.4 SHRED DOCUMENTS

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 8.39-Record Retention & Inspection/Audit Settlement of this Contract are to be maintained for a period of five (5) years.

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Acting Director
Department of Public Social Services

Date

APPROVED AS TO FORM:

**JOHN KRATTLI
ACTING COUNTY COUNSEL**

By _____
Allison Morse
Deputy County Counsel

Date

LOS ANGELES COUNTY OFFICE OF EDUCATION

By _____
Dr. Alex Cherniss
Chief Business Officer

Date

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A
STATEMENT OF WORK
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PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: **1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.**

These shared values are encompassed in the County Strategic Plan's five Goals: **1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety.** Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

STATEMENT OF WORK

1.0 GENERAL

1.1 SCOPE OF WORK

1.1.1 Effective July 1, 2012, CONTRACTOR shall provide Job Readiness & Career Planning Services Countywide.

1.1.2 CONTRACTOR shall conduct Orientation and Job Club at approved CONTRACTOR sites.

1.1.3 In the provision of all Job Readiness & Career Planning Services activities, CONTRACTOR shall stress and reinforce the message that the purpose of Greater Avenues for Independence (GAIN) Program is to make it possible for the GAIN/REP participant to get a job, and for the participant to become free of welfare dependency. **“A Job, a Better Job, a Career”** shall be the motto, and the advantages of a working lifestyle shall be clearly presented.

1.1.4 Except for those items listed in PART 2.0 COUNTY FURNISHED ITEMS, hereunder, CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to provide the Job Readiness & Career Planning Services set forth hereunder for a population with economic, educational and social barriers.

The clientele for which CONTRACTOR shall provide the services described hereunder consists of CalWORKs participants, who are eligible for welfare-to-work services, in the COUNTY's Greater Avenues for Independence (GAIN) Program. CalWORKs and Refugee Cash Assistance (RCA) participants may have varying work history/skills, learning disabilities, language barriers (limited English), educational levels, child care needs, and may require specialized services, e.g., Domestic Violence, Substance Abuse and Mental Health.

1.1.5 CONTRACTOR shall provide services to qualified participants that fall into the two major categories below. A flow chart with the sequence of these activities is contained in Technical Exhibit 6, Flow Chart.

1.1.5.1 A one-day Orientation activity which shall include the specific tasks outlined in Section 4.6, Orientation Services. The Orientation activity is the first day of Job Club, described below.

1.1.5.2 A multi-week Job Club activity which shall include, but not limited to the specific tasks outlined in Section 4.7, Job Club Services. Job Club for English, Spanish, and Non-English/Non-Spanish speaking participants is four-weeks.

1.1.6 CONTRACTOR shall comply with all CalWORKs law and updates and the COUNTY of Los Angeles CalWORKs Plan, in the provision of the Job Readiness & Career Planning Services described above and as further detailed below.

1.1.7 CONTRACTOR may be required to have COUNTY staff collocate at its Job Club sites to facilitate communications/services with the case management staff.

1.2 QUALITY CONTROL

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of this Contract.

The Plan shall include, but may not be limited to, the following:

1.2.1 Method for assuring that professional staff rendering services under this Contract has qualifying experience;

1.2.2 Method of monitoring to ensure that Contract requirements are being met;

1.2.3 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;

1.2.4 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request;

1.2.5 Method for monitoring subcontractors for compliance and quality of services; and

1.2.6 Data Collection and Monitoring systems to ensure that services are equitable for all GAIN participants including those who are immigrants, refugees and limited-English proficient.

1.3 QUALITY ASSURANCE

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract using the quality assurance procedures as defined in this Contract. (Reference Contract PART 8.0 STANDARD TERMS AND CONDITIONS, Section 8.15, County's Quality Assurance Plan).

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on a regular basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and performance standards. The CONTRACTOR's deficiencies, which the COUNTY determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract. (Reference Contract PART 8.0 STANDARD TERMS AND CONDITIONS, Section 8.15 County's Quality Assurance Plan.)

- 1.3.1** COUNTY shall monitor the CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in the Exhibit A, Statement of Work, Technical Exhibit 1, Performance Requirement Summary, or any other such procedures as may be necessary to ascertain that the CONTRACTOR is in compliance with this Contract.

Performance Evaluation Meetings:

Performance Evaluation Meetings shall be held jointly by COUNTY and the Contractor Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued, a meeting shall be held within five (5) business days, or sooner, at the discretion of the CCA.

Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contractor Manager and CCA. Should the Contractor Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) workdays from the date of receipt of the signed action items.

The Contractor Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written.

Upon advance notice, either the COUNTY or the CONTRACTOR may make an auditory recording of the meeting.

1.3.2 Contract Discrepancy Reports

Verbal notification of a contract discrepancy will be made to the Contractor Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contractor Manager. The CCA will determine whether a formal Exhibit A, Statement of Work, Technical Exhibit 2, Contract Discrepancy Report, shall be issued.

If a Contract Discrepancy Report is issued, it will be hand delivered (or mailed via U.S. Certified Mail) to the Contractor Manager or alternate, who will sign for receipt.

Upon receipt of this document, CONTRACTOR is required to respond in person and/or in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. CONTRACTOR shall submit a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report within ten (10) business days.

Should the CCA disagree with the Contractor Manager's timely written response, any disagreement shall be taken up to the next level in the chain of command.

1.4 GOVERNMENT OBSERVATIONS

Federal, State and/or COUNTY personnel, in addition to departmental contracting staff, may observe performance, activities, and documents under this Agreement at any time during normal working hours. However, personnel may not unreasonably interfere with CONTRACTOR's performance.

1.5 ATTENDANCE AND NOTICE OF MEETINGS

CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. CONTRACTOR may request meetings with COUNTY as needed with five (5) business days' advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.6 COMMUNICATION

COUNTY will notify CONTRACTOR orally and with written confirmation upon COUNTY's identification of any problems in CONTRACTOR'S performance of this Agreement. CONTRACTOR shall respond in writing to COUNTY'S inquiries within five (5) business days clarifying the stated problem(s) or confirming corrective action to COUNTY'S satisfaction.

1.7 HOURS OF OPERATION

CONTRACTOR shall be available to provide services to COUNTY during normal business hours, Monday through Friday from 8:00 a.m. - 5:00 p.m. To accommodate participants, CONTRACTOR may also be required to conduct Job Readiness and Workforce Preparation as required by COUNTY.

CONTRACTOR is not required to provide services on COUNTY recognized holidays. The CCA will provide a list of COUNTY holidays to CONTRACTOR within thirty (30) calendar days of Contract start date, and annually, at the beginning of the calendar year.

Contractor Manager will provide a list of CONTRACTOR holidays to COUNTY when the Contract is approved and prior to subsequent calendar years.

2.0 COUNTY FURNISHED ITEMS

2.1 FACILITIES

COUNTY shall provide necessary space, furniture, utilities, equipment and telephones for CONTRACTOR to conduct Orientation and Job Club at specified DPSS GAIN Regional Offices and Sub-Offices. Technical Exhibit 9, provides a listing of GAIN Regional Offices and Sub-offices. Those Regional Offices and Sub-Offices at which DPSS provides facilities for Orientation and Job Club are indicated on Technical Exhibit 9.

2.2 SERVICES

The COUNTY shall provide training in the following areas to appropriate CONTRACTOR staff:

- 2.2.1** GAIN Orientation;
- 2.2.2** GEARS computer system, or its replacement system;
- 2.2.3** DPSS policy and procedures on language access, including how to work effectively with interpreters for Limited English Proficient (LEP) GAIN /REP participants;
- 2.2.4** DPSS GAIN Policy.
- 2.2.5** Method to access and use State and County-translated documents;
- 2.2.6** Civil Rights issues affecting LEP GAIN/REP participants;
- 2.2.7** DPSS Civil Rights requirements and “refresher” training on these requirements;
- 2.2.8** Appropriate tools and methodology for appraising LEP GAIN/REP participants;

2.3 AUTOMATED COMPUTER SYSTEMS

2.3.1 The COUNTY shall furnish and install two (2) GEARS computer workstation or its replacement system, (2) printers and the necessary transmission line at every Job Club location. The GEARS workstation or its replacement system and printer are to be located at a site designated by the CONTRACTOR, but shall remain the property of the COUNTY. Upon the termination of this Contract, the COUNTY shall remove the GEARS workstation or its replacement system, printer, and transmission line.

2.3.2 The COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of all COUNTY-furnished equipment, the GEARS computer workstation or its replacement system, printer and transmission line.

NOTE: The relocation of GEARS equipment or its replacement system, once installed, shall be at the CONTRACTOR's expense, if the CONTRACTOR requests the move.

2.3.3 The CONTRACTOR shall be responsible for repair and replacement costs for all COUNTY-furnished equipment in PART 2.0 COUNTY FURNISHED ITEMS, which includes the GEARS equipment or its replacement system, that are damaged due to the CONTRACTOR's abuse or carelessness, as determined by COUNTY.

2.3.4 The COUNTY staff shall conduct periodic inventories of COUNTY-provided GEARS equipment, or its replacement system, throughout the term of this Contract to meet COUNTY inventory control requirements.

2.3.5 The CONTRACTOR shall report to the CCA, immediately upon discovery, of the loss of COUNTY-provided equipment.

2.3.6 The CONTRACTOR shall not install software or screen savers on COUNTY-provided computer workstations. Any installation, removal or reinstallation of required software and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. Any service calls required because of CONTRACTOR's staff modifying the configuration of software on the computer workstations shall be at the expense of the CONTRACTOR.

2.4 MATERIALS

The COUNTY shall supply the following materials:

- 2.4.1** GAIN plans and updates;
- 2.4.2** GEARS or its replacement system instructional material and security information;
- 2.4.3** Labor Market Information accessible at www.labormarketinfo.edd.ca.gov;
- 2.4.4** State Workers' Compensation Claim Forms: the Employer Report of Inquiry, SCIF 3067, and the Employee Claim Form, SCIF 3301;
- 2.4.5** GAIN-related (GN series) forms at start-up and ongoing, as needed and as updated/revised;
- 2.4.6** Listing of County-approved Domestic Violence, Substance Abuse and Mental Health Service Providers;
- 2.4.7** All required posters;
- 2.4.8** Literacy Screening Tool;
- 2.4.9** The Gaining Opportunity and Living Skills (GOALS) materials in English, Spanish, Armenian, Cambodian, Cantonese, Mandarin, Korean, Russian, Vietnamese and Tagalog.
- 2.4.10** Targeted Job Tax Credit, Earned Income Tax Credit and Advanced Earned Income Tax Credit forms;
- 2.4.11** List of COUNTY-observed holidays and

3.0 CONTRACTOR FURNISHED ITEMS

3.1 FACILITIES

Other than those identified in Section 2.1 Facilities (COUNTY FURNISHED ITEMS), CONTRACTOR shall provide all facilities for Job Club and shall include no cost parking space for COUNTY-designated staff and GAIN participants at each facility.

Facilities shall be in close proximity to Regional GAIN/REP offices and Sub-offices, and shall be within one hour travel time using public transportation from the Regional GAIN Office/Sub-Office. The locations of the GAIN offices and sub-offices are contained in Exhibit A, Statement of Work, Technical Exhibit 9. CONTRACTOR shall obtain DPSS approval prior to leasing any facility.

3.2 EQUIPMENT/SUPPLIES/MATERIALS

3.2.1 CONTRACTOR shall furnish all equipment and supplies necessary to perform all services required by this Contract which is not provided by COUNTY, as needed and approved by COUNTY.

3.2.2 CONTRACTOR shall furnish desks, tables, chairs, utilities, and telephones for LACOE Job Club facilities.

3.2.3 With the exception of COUNTY-furnished items as stated in PART 2.0 COUNTY FURNISHED ITEMS, CONTRACTOR shall obtain all equipment necessary to perform all services required by this Contract in accordance with Exhibit B; Contract Budget, hereunder.

3.2.4 CONTRACTOR shall establish and maintain an inventory of all equipment purchased for this Contract, of which COUNTY shall be the sole owner. Upon termination of this Contract, all CONTRACTOR-furnished equipment purchased with COUNTY funds, shall become COUNTY property.

3.2.5 CONTRACTOR shall establish and maintain an inventory of all COUNTY-furnished equipment, material, etc. purchased and utilized for this and any prior Contract between CONTRACTOR and COUNTY for services herein. CONTRACTOR shall update the inventory periodically. CONTRACTOR shall provide COUNTY an updated inventory listing quarterly throughout the term of this Contract.

3.2.6 CONTRACTOR shall provide all CONTRACTOR-developed curriculums approved by the COUNTY and the translations of the curriculum in the languages required by the COUNTY.

3.2.7 CONTRACTOR shall post all required posters as directed by the COUNTY.

3.2.8 CONTRACTOR shall provide and maintain a clothing closet of professional attire for men and women as part of Job Club services for the GAIN participants which enables them to have clothes to meet the dress code requirement for job interviews and to start employment. The maximum amount allocated per Fiscal Year is \$125,000.

3.3 TRAINING

3.3.1 CONTRACTOR shall provide training to all Contract employees who work directly with GAIN/REP participants on all CONTRACTOR-developed curriculum, and CONTRACTOR Orientation staff shall be trained in the COUNTY's Gaining Opportunities and Living Skills (GOALS) motivational program prior to the Contract start date, and for future newly hired employees, prior to performing the Contract services.

3.3.2 CONTRACTOR shall provide an orientation program for new employees who will work directly with GAIN/REP participants within thirty (30) calendar days after they start employment for CONTRACTOR.

The Program shall at a minimum include the following:

- A.** Orientation to the GAIN Program;
- B.** Cultural awareness and Civil Rights training;
- C.** Child and elder abuse awareness and reporting training;
- D.** Training on how to identify and assist GAIN/REP participants in coping with and overcoming specific barriers to employment;
- E.** Training on identifying and reporting sexual harassment.

3.3.3 CONTRACTOR shall provide a one-day orientation for new employees on a quarterly basis. CONTRACTOR shall report the names of all new employees who attended the training on the Monthly Management Report.

3.3.4 Throughout each Contract year, CONTRACTOR shall provide training workshops for direct services management and non-management staff. Workshop topics shall include employee relations, organization and management orientation, building an effective working relationship with your manager, establishing performance expectations, taking corrective action, personal strategies for navigating change, speaking with confidence, moving from conflict to collaboration and what it takes to succeed at LACOE.

3.3.5 CONTRACTOR shall ensure that training is scheduled so as not to interfere or adversely affect CONTRACTOR's delivery of the Contract services.

3.4 GEARS COMPUTER OR ITS REPLACEMENT SYSTEM INVENTORY MAINTENANCE

CONTRACTOR shall maintain a computerized Job Club inventory using the GEARS computer workstation or its replacement system.

Inventory updates shall be made within five (5) workdays after any change occurs in the data specified below. The following information and any other data that may be required shall be included in the inventory:

- a. Name of Job Club site (CONTRACTOR facility);
- b. Job Club site address;
- c. Contact person and his/her telephone number;
- d. Language capabilities available;
- e. Job Club services offered, e.g., Job Club activity; and
- f. Specialized Services, if any.

3.5 SECURITY FOR COMPUTER EQUIPMENT

The CONTRACTOR shall furnish security for the GEARS computer equipment or its replacement system and computer access, to ensure that the equipment is secure and confidentiality is maintained. The COUNTY will be responsible for locking down the hardware equipment. Security measures must be approved by COUNTY's Office of Information Technology (OIT) staff.

3.6 SECURITY FOR CONTRACTOR'S FACILITIES

CONTRACTOR shall provide on-site security personnel at CONTRACTOR-leased Job Club facilities upon written notification by COUNTY.

4.0 SPECIFIC TASKS

4.1 CONTRACTOR MANAGEMENT SERVICES

CONTRACTOR shall provide all management services necessary for provision of the Job Readiness & Career Planning Services which consists of Orientation and Job Club. Management services may include, but are not limited to:

- 4.1.1 Planning, coordinating, implementing and monitoring of Orientation and Job Club service delivery;

- 4.1.2.1 Ensuring that there are sufficient professional, experienced, bilingual, and competent staff to administer the Job Readiness and Workforce Preparation Segment to the COUNTY's CalWORKs/RCA population in all languages.

CONTRACTOR shall provide COUNTY with standards used to certify fluency of staff providing services in languages other than English upon request.

- 4.1.2.2 Ensuring that NE/NS participants in both the threshold and non-threshold languages are provided similar Orientation and Job Club Services. Cultural considerations should be considered for non-threshold languages NE/NS participants.

Threshold languages are: Spanish, Armenian, Cambodian, Cantonese, Mandarin, Korean, Russian, Vietnamese and Tagalog. Threshold languages are re-evaluated by DPSS Civil Rights Section on a monthly basis. If there is a change in the threshold languages, DPSS will notify the Contractor who must adhere to the new threshold language policy.

- 4.1.2.3 For the non-threshold NE/NS participants, CONTRACTOR shall provide a facilitator or translator in the participant's native language. In the event a language-specific translator is not available, a LACOE facilitator will deliver the NE/NS services with the aid of the telephone translation services.

- 4.1.2.4 CONTRACTOR shall be responsive to the specific needs of the community it serves.

CONTRACTOR shall create curriculum and motivational materials which will enhance the GOALS material and the overall Job Club outcomes and participant experience. The CONTRACTOR may experiment with different motivational and job search ideas during year one of the Contract with COUNTY approval. This may include implementing pilots at specific Job Club sites to test various innovative ideas. This can include different approaches to meet the needs of the participants of the varying areas/communities/ethnicities of Los Angeles County.

CONTRACTOR shall submit curriculum for COUNTY approval within 90 days from the start of the contract.

At the end of the first year of the Contract, the COUNTY and CONTRACTOR will evaluate the success of the approaches and decide if County-wide implementation is appropriate. If appropriate, the CONTRACTOR will implement within 30 days at all sites. County-wide implementation can be made prior to the end of the first year if COUNTY so directs.

CONTRACTOR may work with public educational/training providers to develop classes for Welfare-to-Work participants which lead to employment at the conclusion of these classes. Classes must be approved by the COUNTY and depend on available funding. This may include classes for NE/NS participants.

CONTRACTOR at the COUNTY's direction, if funding is available, may create and provide motivational training for both COUNTY and CONTRACTOR staff with the purpose of increasing job placements.

- 4.1.3** All CONTRACTOR personnel performing the services herein shall at all times be employees of CONTRACTOR and CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge that personnel. However, any employee of CONTRACTOR who, in the opinion of DPSS is unsatisfactory shall be removed from the performance of required services immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing. CONTRACTOR can request a conference with COUNTY before the removal is finalized.
- 4.1.4** Ensuring direct service CONTRACTOR staff can write, speak and understand English; are comfortable in a work environment that is complex, fast-paced, confidential, and high-pressured; are able to communicate effectively and use good judgment and diplomacy; presents him/herself in a neat, business-like and professional manner; are bilingual when requested, and have passed a background check.
- 4.1.5** Ensuring verbal instructions and CONTRACTOR-developed materials are in all languages requested by COUNTY. The CONTRACTOR shall provide the COUNTY with its methodology to certify that the translated hand-out materials are accurately translated, upon request.
- 4.1.6** Ensuring that CONTRACTOR employees who work directly with GAIN/REP participants in the GAIN Program are trained in CONTRACTOR-developed curriculum.
- 4.1.7** Ensuring that CONTRACTOR Orientation staff is trained in the COUNTY's Gaining Opportunities and Living Skills (GOALS) motivational program by Contract start date and for future newly hired employees, prior to performing the Contract services.
- 4.1.8** Ensuring that all CONTRACTOR employees who work directly with GAIN/REP participants are provided orientation training prior to performing services under this Contract. Orientation shall at a minimum include:
 - 4.1.8.1 Orientation to the GAIN Program;
 - 4.1.8.2 Cultural awareness and GAIN participant civil rights training;

- 4.1.8.3 Child and elder abuse awareness and reporting training;
 - 4.1.8.4 Training on how to identify and assist GAIN/REP participants in coping with and overcoming specific barriers to employment;
 - 4.1.8.5 Training on identifying and reporting sexual harassment; and
 - 4.1.8.6 Training on the Learning Disabilities Program.
- 4.1.9** Ensuring that all required material is posted in COUNTY and CONTRACTOR sites as directed by COUNTY, and is accessible to GAIN participants.
- 4.1.10** Ensuring that CONTRACTOR staff meet with COUNTY GAIN Regional staff as requested or needed to discuss issues pertaining to individual GAIN/REP participants in each regional office/sub office.
- 4.1.11** Ensuring that CONTRACTOR meets with COUNTY on a regular basis to discuss programmatic issues, general procedural issues, and general concerns as needed.

Either COUNTY or CONTRACTOR may request such a meeting. COUNTY will contact CONTRACTOR's Contract Manager to request such a meeting. CONTRACTOR shall contact COUNTY Contract Administrator to request such a meeting.

- 4.1.12** Ensuring reasonable accommodations shall be made to service participants with disabilities following the Americans with Disability Act guidelines.

4.2 RECORD KEEPING

- 4.2.1** CONTRACTOR shall maintain retrievable records relating to each individual's participation in Job Readiness & Career Planning Services. The records shall be kept in a folder, identifiable by GAIN/REP participant's name and case number. These records shall include the following:
- 4.2.1.1 Copies of Technical Exhibit 10, the GN 6006, Service Provider Referral;
 - 4.2.1.2 Copies of Technical Exhibit 11, the GN 6007, Notification of Change from Service Provider, need to be included for cases that declared a need for Specialized Supportive Services and for cases that found employment. Copies of

the MCAT GEARS screens should also be included in cases that a GN 6007 was not completed;

- 4.2.1.3 Copies of the GAIN/REP participant's Job Search Progress Reports;
 - 4.2.1.4 Results of CONTRACTOR's validation of GAIN/REP participant's Job Search Progress Reports;
 - 4.2.1.5 CONTRACTOR documentation of GAIN/REP participant's performance in the assigned Job Club activity;
 - 4.2.1.6 A copy of the GAIN/REP participant's employment verification;
 - 4.2.1.7 A copy of the CONTRACTOR's appraisal and assessment results of GAIN/REP participant's interests, job preferences, job/career alternative, personality type, etc.;
 - 4.2.1.8 A copy of the Individualized Job Search Plan;
 - 4.2.1.9 A copy of the participant's resume and practice application; and
 - 4.2.1.10 A copy of participant (s) complaints, if applicable.
- 4.2.2** Technical Exhibit 5, GAIN Participant's Feedback Sheets, (regarding services they received from the CONTRACTOR) shall be kept separately, by month, for easy retrieval for COUNTY review.
- 4.2.3** The CONTRACTOR shall maintain all records at a central facility for five (5) years after the termination of this Contract or until all audits started during the Contract period, or within five (5) years of termination of the Contract are completed and settled, whichever is later.

4.3 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall maintain the confidentiality of individual GAIN/REP participants' records by:

- 4.3.1** Maintaining files in locked drawers and cabinets at CONTRACTOR's Job Readiness & Career Planning Services sites and at the CONTRACTOR's headquarters and ensuring that documents relating to participants with a Domestic Violence Component or Domestic Violence history on GEARS are not faxed.
- 4.3.2** CONTRACTOR shall maintain the confidentiality of its employees' records which includes the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the CONTRACTOR's

headquarters. Limit access to these files to CONTRACTOR's designated staff. These files are subject to audit, and shall be accessible to COUNTY upon request during any business day.

4.4 USE OF OUTSIDE RESOURCES

CONTRACTOR, upon COUNTY approval, may use outside resources and/or services for providing Job Club to GAIN/REP participants if:

- 4.4.1 There is no charge to COUNTY;
- 4.4.2 Confidentiality rights are protected;
- 4.4.3 Services are within allowable time frames; and
- 4.4.4 GAIN/REP participant progress is monitored.

4.5 REPORTING TASKS

The CONTRACTOR shall make reports, as may be required by the COUNTY, concerning its activities as they affect the Contract duties and purposes contained herein. The CONTRACTOR shall also perform the following:

- 4.5.1 Submit to the COUNTY Contract Administrator (CCA) the Monthly Management Reports on the CONTRACTOR performed activities by the fifteenth (15) calendar day of the following month in which the CONTRACTOR performed the activities, with detail and format as required by COUNTY, which may include but is not limited to:
 - a. A monthly Job Club class listing showing the scheduled enrollment counts in each Job Club session at each of the Job Club sites is due by the first Monday of each month.
 - b. The Orientation Monthly Management Report (MMR) showing statistical information for regular GAIN, NE/NS and REP:
 - Number of GAIN Orientation sessions held in each GAIN Region/REP Provider by language;
 - Number of GAIN/REP participant referrals and starts;
 - Number of GAIN/REP participant completes and "no shows";
 - Number of GAIN/REP participant incompletes and reasons for the incompletes;
 - Number of referrals to Mental Health, Substance Abuse and Domestic Violence made by CONTRACTOR by GAIN Region; by REP Provider; and

- Number of GAIN participants who attended “Hot Jobs” session.
- c. Part I** of the Job Club MMR consists of the following:
- Narrative Summary letter of the CONTRACTOR concerns;
 - Statistical Summary Report must show the number of GAIN/REP participants by GAIN Region/REP Provider and by language:
 - Referrals;
 - Starts in Job Club;
 - Starts in Dual Track and Flex Job Club;
- d. Part II** of the Job Club MMR consists of the following:
- Narrative Summary letter (includes information regarding staffing changes, recommendations for Program improvements, etc.);
 - Statistical Summary Report must show the number of GAIN/REP participants by GAIN Region/REP provider and by language:
 - Dropped/transferred “outs” in Job Club;
 - Became employed full-time and part-time;
 - Complete Job Club without a job
 - The following listings as documentation for the Statistical Summary Reports:
 - A listing by Region/REP Provider of GAIN/REP participants designated as Dual Track who opted to remain in Job Club and/or who were referred to the GSW for assignment to the next appropriate activity.
 - A listing of GAIN/REP participants by Region in Flex Job Club.
 - A listing of GAIN/REP participants by Region and language employed full-time during the report month. The listings indicate the Job Club session start date, Region, site, participant’s name, case number, hourly wage, and total work hours.

- A listing of GAIN/REP participants by Region and language employed part-time during the report month. The listings indicate the Job Club session start date, Region, site, participant's name, case number, hourly wage, and total work hours.
- Deferred Referrals – provide a list of reasons for deferred referrals, per Region;
- List of Dual Track,
- Participant's Success Stories;
 - Alternate reporting between one mini success story from each Job Club site and one detailed story from one Job Club site each month.
- Statistical Summary Report must show:
 - Number of presentations by Child Care, Domestic Violence, Substance Abuse and Mental Health agencies in Job Club, by GAIN Region/REP;
 - Number of GAIN/REP participants who attended the first day of Job Club and the names of the GAIN participants who were referred out of the Job Club session subsequently due to issues related to the aforementioned Supportive Services.
- Vocational Assessment Report:
 - Number of participants referred to Vocational Assessment;
 - Number of participants who completed Vocational Assessment;

Part II of the Job Club MMR is due by the fifteenth (15) calendar day of the following month in which the CONTRACTOR performed the activities.

- e. **Part III** of the Job Club MMR that reports the full-time placement count must include placements made during the "placement window". This report is due by the fifteenth (15) calendar day of the following month in which the CONTRACTOR performed the activities.

- 4.5.2 Obtain Feedback Sheets from each GAIN/REP participant concerning his/her evaluation and understanding of the training at the conclusion of both the Orientation and Job Club activities. The completed Feedback Sheets shall be retained in the CONTRACTOR's records and tabulated monthly, with the results reported in the CONTRACTOR's MMR.
- 4.5.3 Submit a monthly invoice for Orientation and Job Club as specified in Exhibit L, Sample Monthly Invoice Format, by the fifteenth (15) calendar day of the following month in which the CONTRACTOR performed activities.
- 4.5.4 Complete and provide to the CCA reports/forms as required by COUNTY, and by the due dates established by COUNTY.
- 4.5.5 Report any systems problems and recommend solution of problems to COUNTY within five (5) workdays of discovery.
- 4.5.6 Provide COUNTY with records, documents, written statements and assistance, as requested within three (3) workdays of COUNTY request, in order for COUNTY to initiate GAIN participant compliance procedures.
- 4.5.7 Provide COUNTY with Job Club class schedule for every Job Club site every month; one week before the month begins.
- 4.5.8 Be available to meet/consult with DPSS and/or contracted GAIN case management staff as needed, in the event compliance procedures are initiated against a GAIN participant.

4.6 ORIENTATION SERVICES

4.6.1 CONTRACTOR Required Services for GAIN/REP Participants

- 4.6.1.1 Conduct this one-day Orientation activity in a group and use a classroom format for all GAIN/REP participants including Non-English/Non-Spanish (NE/NS) participants.
- 4.6.1.2 Start and complete Orientation services of GAIN/REP participants on their scheduled appointment date. Orientation sessions will be scheduled on the first day of Job Club Classes for all languages required by COUNTY based on the estimated number of sessions agreed upon by COUNTY and CONTRACTOR.

Any additional cost as a result of an increase in the number of sessions shall require a negotiated amendment approved by the COUNTY pursuant to Section 8.1.1 of this Contract. However, the frequency in the number of sessions from region to region can be changed as long as the total cost Countywide is not increased.

- 4.6.1.3 Permit Child Care Resource and Referral/Alternate Payment Program Providers to give a presentation on the child care eligibility and payment process during each session.
- 4.6.1.4 Permit 9-5 National Association of Working Women to provide voter registration presentations during the second week of Job Club at Downtown and Airport Job Clubs.
- 4.6.1.5 Permit Domestic Violence, Mental Health and Substance Abuse Service Providers to give a presentation on their services during each session.
- 4.6.1.6 Utilize training methods such as role-playing, small group discussions, games, group feedback, audio/visual images, on-line programs, etc.
- 4.6.1.7 Display CONTRACTOR-provided motivational posters, banners and pictures, and post the agenda of daily Orientation activities in the classroom.
- 4.6.1.8 Provide verbal and written instructions and materials, as required by COUNTY, to GAIN participants in English and Spanish and if requested in appropriate “threshold languages”, which may include but is not limited to: Armenian, Cambodian (Khmer), Chinese (Cantonese & Mandarin), Korean, Russian, Vietnamese and Tagalog.
- 4.6.1.9 Ensure that the GAIN participant/instructor ratio in each Orientation session is no more than twenty-five (25) GAIN participants to one instructor (25:1), unless otherwise requested by COUNTY.
- 4.6.1.10 If participants self-declare a need for Domestic Violence, Mental Health and/or Substance Abuse during Orientation, LACOE staff will allow the participants a 10-minute timeframe to meet with the Specialized Supportive Services (SSS) presenters or the Community Assessment Service Center (CASC) Advocate staff to discuss the availability of SSS. If the participant is unable to return to Orientation due to his/her SSS barriers, LACOE staff must excuse the participant from Orientation.

4.6.2 Session Activities

Perform in each session, at a minimum, the following tasks:

- 4.6.2.1 Provide a 45-minute overview that gives GAIN/REP participants information regarding: GAIN/REP Program flow, CalWORKs/TANF 48-month lifetime limit, RCA 8-month time limit, GAIN participants' rights and responsibilities, Supportive Services, Specialized Supportive Services such as Mental Health, Substance Abuse and Domestic Violence, transitional benefits, tax incentive programs for employers who hire GAIN participants, work incentive programs (Targeted Job Tax Credit), Earned Income Tax Credit and Advanced Earned Income Tax Credit, benefits of a working lifestyle, COUNTY's work-first philosophy, and benefits of a working lifestyle;
- 4.6.2.2 Give a brief presentation on the Learning Disabilities Program utilizing the script provided entitled, "Let's Talk About Learning Experiences".

NOTE: CONTRACTOR shall avoid using the term "Learning Disabilities" with the participant. Instead, the term "Learning Problem" shall be used.
- 4.6.2.3 Verify attendance for GAIN/REP participants who attend the Orientation session and inform COUNTY of GAIN participants who complete the session.
- 4.6.2.4 Notify COUNTY staff via GEARS on the session date, if GAIN/REP participants do not attend a scheduled Orientation session;
- 4.6.2.5 Inform GAIN/REP participants they have an opportunity to obtain a job early in the GAIN process and encourage them to accept early employment;
- 4.6.2.6 Administer a 15-minute COUNTY-provided Literacy Screening Tools entitled "Practice Application" (Technical Exhibit 8) to GAIN/REP participants, and forward the completed tools to the collocated GSW for scoring in the morning segment of the session;

- 4.6.2.7 Discuss the “Dual Track Screening” option with GAIN participants, if appropriate. Dual Track Screening is for participants who fail the Literacy Screening Tool. Participants are then given option to continue searching for part-time employment concurrent with a Welfare-to-Work remedial course to improve literacy; i.e., reading, writing, math, English as a second language (ESL) and Vocational English as a second language (VESL).
- 4.6.2.8 Discuss GOALS motivational program, which will include The Ten Keys of Success and The Simple Truths motivational movies, and additional motivational material and information which will enhance the Orientation experience. Additional motivational material will need to be approved by the COUNTY;
- 4.6.2.9 Give all GAIN/REP participants the Targeted Job Tax Credit, Earned Income Tax Credit (EITC) and Advanced Earned Income Tax Credit (AEITC) forms;
- 4.6.2.10 Inform GAIN/REP participants of the Welfare-to-Work weekly participation requirement of 32/35 hours in GAIN activities;
- 4.6.2.11 Give a brief presentation on the benefits still available once GAIN/REP participants start working, e.g., continuing Medi-Cal and Food Stamp benefits, Housing Relocation Assistance Program, etc.;
- 4.6.2.12 Provide GAIN/REP participants an overview of the resources available to them during the Workforce Preparation Segment;
- 4.6.2.13 Inform GAIN/REP participants of the availability of Post-Employment services;
- 4.6.2.14 Remind GAIN/REP participants of the importance of accurate completion and timely submission of the QR 7 form upon getting a job;
- 4.6.2.15 Provide Orientation services, including written and verbal instructions, in English and Spanish; and upon request of COUNTY in other appropriate languages, which may include but is not limited to: Armenian, Cambodian (Khmer), Chinese (Cantonese & Mandarin), Korean, Russian, Vietnamese and Tagalog. Any additional cost of providing services in languages other than English and Spanish shall require a negotiated amendment approved by the Los Angeles County Board of Supervisors; and

- 4.6.2.16 Provide a brief introduction of the availability of the advanced preparation referral for participants who are job ready. Participants must meet set criteria determined by the CONTRACTOR. The instructor will evaluate and determine the participants who are job ready and make appropriate referrals;
- 4.6.2.17 Provide a Feedback Sheet to each GAIN participant concerning his/her evaluation and understanding of Orientation.
- 4.6.2.18 Gift Certificate Incentive Program:

Gift Certificates are to be used as an incentive to participants to complete the first week of Job Club activity to increase the participation rate. The CONTRACTOR will inform the participants during Orientation that the raffle will take place at the end of the week. Three participants will win \$25 Gift Certificate; and

4.6.2.18.2 CONTRACTOR shall purchase, record the purchase, distribute and document the distribution of Gift Certificates from local retailers such as retail discount clothing stores in denomination amounts of \$25 which will be raffled off to participants who complete Workforce Preparation Week One. The maximum amount allocated to purchase Gift Certificates per Fiscal Year is \$70,000.

4.6.2.18.2 CONTRACTOR shall create a purchasing, storage and distribution system for Gift Certificates for all Job Club sites and a tracking system to report to the COUNTY along with the Monthly Management Report (MMR). The system shall establish internal controls sufficient to safeguard the Gift Certificates and to prevent fraud and abuse. The system will be submitted to DPSS for approval prior to implementation of the Gift Certificate Incentive Program.

4.6.2.18.3 CONTRACTOR shall provide a monthly report that accounts for changes in inventory of Gift Certificates. The report shall include the number of Gift Certificates that were raffled at each GAIN location per month, the number of Orientation sessions per month at each GAIN region and the names of the stores of the Gift Certificates. The tracking system shall also

include the name and case number of the participant receiving the Gift Certificate.

- 4.6.2.18.4 Three Gift Certificates (if class is larger than three participants) shall be raffled per Job Club session to GAIN participants who complete the first week.

4.7 JOB CLUB SERVICES

4.7.1 CONTRACTOR Required Services for Participants

4.7.1.1 Conduct Job Club sessions of four (4) consecutive weeks in duration. Provide these activities in a classroom setting, or on an individual basis as needed. Job Club services shall include the following: A dual track system that will service participants based on their job readiness. Track A will service participants that are identified as “Advance Prep” and Track B will service new participants to follow the regular Job Club flow.

4.7.1.2 Track A will service participants that are identified as “Advance Prep” via specific indicators, and can bypass the regular Job Club flow and begin supervised Job Search activities in the Workforce Center/Computer Lab. Advance Prep indicators include:

- Volunteering/accepting facilitator referral to “Advance Prep”
- Possessing documents required for Employment Eligibility Verification (I-9) form
- Dressed appropriately for job search
- Having a professional resume
- Demonstrating an urgency to obtain employment,
- The ability to effectively communicate skills and work experience,
- The ability to complete online applications and the ability to e-mail and upload resumes.

Advance Prep participants who are assessed not to be Job Ready are referred back to the Workforce Preparation classroom flow.

Week 1

Track A participants (Advance Prep), will meet as a group in a classroom/Worksource Development Center (WDC). The primary focus will be to create an Individualized Job Search Plan and focus on fine tuning pre-employment skills, e.g., customizing resume, mock interviews, as well as working independently to practice and update computer skills in the WDC. Participants will have daily one-on-one meetings with facilitators to identify and maximize job readiness and potential job leads. Job Search Documentation will be monitored and reviewed daily.

Weeks 2-4

Job Club for Advanced Prep participants will consist of a group session followed by individualized job search activities in the WDC focusing in identifying job leads, indentifying potential employers, and preparing for job interviews. Participants will participate in Job Placement session(s) and have daily one-on-one meetings with facilitator to receive individualized job search support and guidance. Job Search Documentation will be monitored and reviewed daily. During week four Advanced Prep participants who have not obtained employment will complete Vocational Assessment.

- 4.7.1.3 Track B will service GAIN participants that will follow the regular Job Club flow to include interviewing techniques, networking, on-line job searching, goal-setting, practice on-line applications, complete resume, online data storage, money management skills and soft skills leading to job retention and promotion. This four-week component focuses on essential pre-employment skills preparing participants to enter or re-enter the workforce, with the flexibility to pursue various Workforce Development Center activities that are appropriate, meaningful and productive; leading to financial independence.

Provide Track B GAIN participants with information, resources, tools and skills to enable them to overcome barriers, find work through their own efforts, and enhance their chances of finding a job while participating in classroom activities. GAIN participants shall be encouraged to actively participate in their learning process and shall be provided learning aides such as: role-playing, simulation exercise, audio/visual technology, group feedback, games, participant assignments, etc.

- 4.7.1.4 Stress to GAIN participants throughout the Job Club services activities the “Work First” message, clearly present the advantages of a working lifestyle, and emphasize that the purpose of the GAIN Program is to help them to get a job and become free of welfare dependence.
- 4.7.1.5 Provide verbal and written instructions and materials, as required by COUNTY, to GAIN participants in English and Spanish and if requested by COUNTY in appropriate languages, which may include but is not limited to: Armenian, Cambodian (Khmer), Chinese (Cantonese & Mandarin), Korean, Russian, Vietnamese and Tagalog.
- 4.7.1.6 Ensure that the GAIN/REP participant/instructor ratio in the Job Club activities is no more than twenty-five (25) GAIN participants to one instructor (25:1), unless otherwise requested by COUNTY.
- 4.7.1.7 Ensure that GAIN/REP participants with two or more unexcused absences during the Job Club session are dropped.
- 4.7.1.8 Collaborate and create partnerships with community-based organizations (CBO) and local schools, e.g. Education and Training Providers, Workforce Investment Boards, Work Source Centers, Welfare-to-Work Grantees, Community Colleges, Adult Schools, Regional Occupation Centers/Programs and Supportive Services Providers, etc., in order to coordinate their efforts for Job Club activities. Education and training providers/CBO staff who present information to GAIN participants who are non-English speaking or Limited-English Proficient (LEP) shall be bilingually competent.
- 4.7.1.9 Ensure that GAIN/REP participants are involved in Job Club activities for the required number of weekly hours, which are 32 hours for a single parent household and 35 hours for a two-parent household.
- 4.7.1.10 Eliminate GAIN/REP participants’ barriers to employment by working with co-located GSW’s and partnering agencies.
- 4.7.1.11 Excuse GAIN/REP participants from Job Club activities to attend Regional job fairs/expos/interviews with verification of attendance.
- 4.7.1.12 Obtain a Feedback Sheet from each GAIN/REP participant at the conclusion of the Job Club services session concerning his/her understanding of Job Club services.

4.7.1.13 Schedule of Job Club Sessions

Frequent Job Club sessions are needed to meet the work participation requirements (WPR), as well as providing improved services to GAIN participants.

CONTRACTOR shall provide English and Spanish Job Club sessions as follows:

English Job Club sessions will start every Monday, and Spanish Job Club sessions every other week at all Job Club sites except for the following:

El Monte: 1 English session every other week
1 Spanish session every other week

Lancaster: 1 English session every week

Palmdale: Alternating weekly: English, English, Spanish sessions

Pomona: 1 Spanish session every 3 weeks

San Gabriel Valley: 1 English session every other week

Santa Clarita: 1 English session every three week

COUNTY will notify CONTRACTOR should referrals to any or all job Club sites pick up significantly in the future, thus requiring more sessions.

Contractor shall provide NE/NS-REP Job Club sessions as follows:

North Hollywood: 2 Armenian sessions per month
1 Farsi session every three weeks

El Monte: 1 Mandarin/Cantonese session per month
1 Vietnamese session per month

Downtown LA: 1 Armenian session per month
1 Farsi session per month
1 Russian session per quarter

In addition, CONTRACTOR shall increase NE/NS sessions if needed by COUNTY.

CONTRACTOR shall have 120 calendar days of Contract execution to resolve any space issues.

If for any particular area/site, the 120-day requirement cannot be met, CONTRACTOR must notify COUNTY in writing no later than 30 calendar days from the end of the 120-day period and provide a new timeframe for those locations, which will then be subject to COUNTY review and approval (i.e., their plan for sites needing more time).

4.8 JOB CLUB SERVICES SEGMENTS

4.8.1 Workforce Preparation (1st Week)

4.8.1.1 CONTRACTOR Required Services for Participants

- a. The first segment of Job Club services shall be Workforce Preparation which is provided the first week and follows the one-day Orientation activity. During Orientation the CONTRACTOR shall assess and identify participants who will be referred to Track A (“Advanced Prep” participants), by providing them with an Advanced Preparation Referral form. Workforce Preparation shall be conducted as a group activity and use a classroom format. Curriculum will include pre-employment skills, interviewing, networking, job search, tools such as completing a master application, resumes, goal setting, and soft skills leading to job retention and promotion. CONTRACTOR will continue to provide participants the best practices in these areas along with an emphasis on technology based job seeking skills and trends in the various employment fields. Group discussion, team activities, role play, use of computer lab and daily follow-up on assignments requiring additional information shall be training techniques used.

Track A (Advanced Prep) participants will already begin supervised Job Search activities in the Workforce Center/Computer Lab.

- b. The CONTRACTOR shall give special consideration for any Specialized Supportive Services referrals such as Domestic Violence, Mental Health or Substance Abuse services, and shall allow the GAIN participant to be excused from Job Club to access such services.
- c. Ensure that an Individualized Job Search Plan is completed for each GAIN participant and a copy of the Plan is provided to the participant.

- d. Work with COUNTY and contracted GAIN case management staff to share employment opportunities and develop employment placements.
- e. Provide each GAIN participant the COUNTY-developed Post-Employment brochures which outline benefits and services when available.

4.8.1.2 **Activities (1st Week)**

Perform in the Workforce Preparation segment at minimum the following tasks:

- a. Conduct an inventory of GAIN participants' skills and work experience to help them develop an Individualized Job Search Plan.
- b. Inform GAIN participants that the Individualized Job Search Plan is to guide them through their path to employment, assist in the identification and development of a short-term and/or long term employment goals, and to help direct their job search.
- c. CONTRACTOR's assessment findings shall be considered during development of the participant's Individualized Job Search Plan.
- d. Factors to consider when conducting the assessment of self-declared Limited-English Proficient (LEP) participants may include but shall not be limited to:
 - (1) Oral proficiency in English (speaking and listening);
 - (2) Functional literacy (English and native language);
 - (3) Work experience (other Countries and the U.S.);
 - (4) Transferable vocational/technical skills (other Countries and the U.S.);
 - (5) Socio-cultural factors that may impede employability based on the Job Club service area being served, such as: social cultural factors that affect religious beliefs, education and marital status, etc.; and

- (6)** Work-related abilities, aptitudes and interests determined both independently of language and literacy proficiency and in conjunction with such proficiency.
- e.** Provide a detailed presentation on how working GAIN/REP participants are to complete their QR-7's to ensure continued accurate benefits. (COUNTY shall provide CONTRACTOR a script prior to the Contract start date).
- f.** Explain the CONTRACTOR's Job Club expectations to GAIN/REP participants.
- g.** Introduce CONTRACTOR's "Job Preparation Guide" and give a copy of the booklet to each GAIN/REP participants.
- h.** Review and obtain GAIN/REP participants' signature on CONTRACTOR's "Dress for Success Agreement" and provide GAIN participants a presentation on "Clothes the Deal".
- i.** Review CONTRACTOR-selected GOALS Program keys with GAIN/REP participants.
- j.** Teach and assist GAIN/REP participants to access current labor market information through the use of the internet, including navigation of the U.S. Department of Labor websites, e.g., ONET Center, My Skills/My Future, My Next Move, etc.
- k.** When appropriate, allow presentations from various public training and education providers, including Workforce Investment Agencies, Work Source Centers, Community Colleges, Adult Schools and Regional Occupational Centers. Programs presented must lead to employment and have County approval.
- l.** Provide a Workforce Development Center (WDC) that will be equipped with Labor Market Information and resources. The WDC shall bring together service providers and resources for GAIN participants.

4.8.1.3. LEP/Non-Citizen Provision

Factors to consider when conducting the assessment of self-declared Limited-English Proficient (LEP)non-citizen participants may include but shall not be limited to:

- (1) Oral proficiency in English (speaking and listening);
- (2) Functional literacy (English and native language);
- (3) Work experience (other Countries and the U.S.);
- (4) Transferable vocational/technical skills (other Countries and the U.S.);
- (5) Socio-cultural factors that may impede employability based on the Job Club service area being served, such as: religious beliefs, education and marital status, etc.,;
- (6) Work-related abilities, aptitudes and interests determined both independently of language and literacy proficiency and in conjunction with such proficiency; and
- (7) Refer Limited-English Proficient (LEP) GAIN/REP participants to the GSW/RCM when a determination is made by CONTRACTOR that participation in Job Club is not beneficial as it would not prepare them for and/or lead to their employment. Language barrier shall not be a deciding factor when determining if Job Services is beneficial.

NOTE: The CONTRACTOR is to note on the GN 6007, Notification of Change from Service Provider, that the GAIN/REP participant is a LEP and will not benefit from Job Club activities.

4.8.2 Job Search (2nd through 4th Week)

4.8.2.1 CONTRACTOR Requirements

- a.** The second through fourth week of Job Club services consists of classroom activities combined with Job Search activities. The goal of this activity is to teach GAIN participants various job finding skills to enable them to find work through their own efforts and enhance their chances of finding employment.
- b.** The Workshop segment of this activity shall be conducted in a group and use a classroom format. Job finding skills training shall be provided with the classroom activities.

(1) The first week of job search, GAIN/REP participants conduct a supervised or unsupervised job search for a job in their Individualized Job Search Plan and spend part of the day in a classroom setting learning job preparation skills.

(2) The second week of job search, the GAIN/REP participants participate in a classroom setting discussing the obstacles they may have encountered in their job searches and methods to strengthen job preparation skills, e.g., interviewing techniques, calls to employers, securing job leads, etc., to have a successful job search.

GAIN/REP participants are assisted in overcoming hidden employment barriers and are provided individualized instruction and support if needed to secure employment and overcome obstacles encountered in a job search.

Following the daily classroom activities, GAIN/REP participants resume their supervised or unsupervised initial job search for a job identified in their Individualized Job Search Plan.

- (3) Participants will also participate in a minimum of one weekly Job Placement session, which includes a variable range of job leads called "Hot Jobs". During this session, job leads are reviewed by the facilitator to provide step by step information and to allow for questions.
- (4) The third week of job search, each day GAIN/REP participants will meet in a group setting and have a discussion about any obstacles they continue to encounter in job searches and to strengthen job preparation skills. Through individualized instruction and support, they are taught to focus on the area(s) needed to address/improve to obtain employment.
Inform GAIN/REP participants that Vocational Assessment will be initiated on the last week of Job Search for those participants who have not found full-time employment.

On the last day of the third week of job search, the Job Club Facilitator shall provide a list of GAIN participants who have not found full-time employment and are participating in the fourth week of job search so they can be referred for Vocational Assessment.

- (5) During week four, each day GAIN/REP participants will meet in a group setting to receive individualized instruction support in their continued job search efforts.

The fourth week of job search, Vocational Assessment services shall be initiated for GAIN/REP participants who have not been able to find full-time employment. The morning of the assessment, the Job Club Facilitator shall meet with the other team members of the Job Club/Vocational Assessment Team to develop the GAIN/REP participants' Proposed Employment Plans while the GAIN/REP participants are being tested.

Contractor shall contact the REP Case Manager (via telephone, e-mail or other means) for those REP participants participating in Vocational Assessment. (Contractor shall not refer REP participants to the GAIN

co-located staff for this component). The REP Case Manager completes the GN 6006 and provides it to the Contractor (via fax, e-mail or other means). The Contractor will have the REP participant sign the GN 6006 and provide it to REP participant.

Following the Vocational Assessment, GAIN/REP participants are informed that the Employment Plan can assist them to identify future trainings. Participants may pursue an education and/or training to increase their employability. Participants are expected to continue seeking employment until the end of the Job Club assignment.

The Job Club Facilitator shall meet with the other team members of the Vocational Assessment Team and the Job Developer to discuss the course of action to support the recommended employment plan.

- (6)** Collaborate with entities such as: community-based organizations and local employers, to coordinate their efforts for Job Club services.
- (7)** Work with COUNTY and contracted GAIN case management staff to share employment opportunities and develop employment placements.

4.8.2.2 Workshop Content

The Job Club Workshop classroom activities shall cover the topics below.

- a.** Completion of Employment application/On-line applications;
- b.** Resume writing; Cover Letters;
- c.** Telephone calls to employers;
- d.** In-person visits to employers;
- e.** Employment interviewing techniques;
- f.** Proper interview and work attire;

- g.** Job interview follow-up activities;
- h.** Job development skills;
- i.** Understanding work ethics;
- j.** How to enhance one's self-esteem, self-image and confidence;
- k.** How to recognize and handle sex discrimination and sexual harassment;
- l.** The premise that GAIN is a Welfare-to-Work program; work incentive programs (Targeted Job Tax Credit), Earned Income Tax Credit and Advanced Earned Income Tax Credit;
- m.** The effects and advantages of employment, e.g., self-determination; self-worth, positive role model for children, etc.
- n.** Strategies to overcome barriers to employment and employment-related fears, resentment of mandatory participation in GAIN and supportive services concerns, e.g., transportation and child care problems;
- o.** How to identify transferable and job-specific skills and self-management skills;
- p.** Job retention and advancement skills;
- q.** On-line Job Search techniques;
- r.** "Hot Jobs", Job Placement session;
- s.** How religious beliefs or practices, e.g., the belief that only men are responsible for family financial support or no work should be done on Saturdays, may become barriers to becoming employed, and how to deal with and overcome these situations; and
- t.** Appropriate use of e-mail and social media as a job search tool.

4.8.2.3 **Activities**

Perform in the Job Club segment, at minimum, the following tasks:

- a.** Inform GAIN/REP participants that they are expected to maintain acceptable behavior, which includes regular attendance and cooperation and participation in the required activities;
- b.** Discuss and illustrate the COUNTY's Work-Pays concept;
- c.** Teach employer requirements and expectations;
- d.** Refer GAIN/REP participants to the GSW/RCM to repeat the session beginning at the week from which they were dropped when they miss two days of Job Club services, with the exception of the attendance at an approved visit to a job fair/expo;
- e.** Inform LEP GAIN/REP participants prior to, or at the start of Job Club, orally and in writing, in the appropriate language, that the Job Club period may be shortened if it is determined by CONTRACTOR and the LEP participant that continued participation would not be beneficial, and refer participant to GSW/RCM for referral to the next GAIN activity;
- f.** Ensure that GAIN/REP participants maintain their Welfare-to-Work weekly participation requirement, which is 32 hours for a single household and 35 hours for a two-parent household;
- g.** Refer GAIN/REP participants to the GSW/RCM when a determination is made by CONTRACTOR that participation in Job Club is not beneficial as it would not prepare them for and/or lead to their employment;
- h.** Ensure that GAIN/REP participants complete a Job Search questionnaire;
- i.** Review GAIN/REP participant's "Individualized Job Search Plan" to ensure the employment choices are appropriate;

- j. Provide GAIN/REP participants' instruction and access to the Department of Labor ONET self-assessment or other appropriate tools prior to vocational assessment;
- k. Ensure "Job Preparation Guide" classroom exercises are completed by GAIN/REP participants;
- l. Review CONTRACTOR-selected GOALS Program keys with GAIN/REP participants;
- m. Present a Certificate of Completion to each GAIN/REP participant at the conclusion of the Job Club activity;
- n. Ensure GAIN/REP participants develop an individualized Job Search plan;
- o. Teach GAIN/REP participants Job Search related computer skills building exercises;
- p. Obtain Feedback Sheets from each GAIN/REP participant concerning his/her evaluation and understanding of Job Club activities.

4.8.3 Supervised Job Search

CONTRACTOR Required Services for Participants

- a. Job Search can be a stand-alone activity for two-four weeks depending on when the Vocational Assessor recommends it as part of the GAIN/REP participant's employment plan, not to exceed four consecutive weeks, totaling no more than six weeks total in a 12 month period.
- b. Verify GAIN/REP participants' job interview efforts, when suspicious.
- c. Provide staff to regularly meet with GAIN/REP participants during their job search to plan follow-up job search strategies.
- d. Document each GAIN/REP participant's job search progress and performance.
- e. Post job listings for GAIN/REP participants to access.
- f. Routinely hold job fairs and Job Placement sessions ensuring that GAIN/REP participants attend.
- g. Develop Workforce Development Center and resources.

4.9 SCHEDULING/ENROLLING GAIN/REP PARTICIPANTS INTO JOB CLUB SERVICES

4.9.1 Scheduling

The following tasks shall be performed when scheduling GAIN/REP participants into Job Club services. The requirements below are applicable when scheduling participants to the four-week Job Club.

- 4.9.1.1 Schedule GAIN/REP participants to begin their initial Job Club services activity on the next available Monday from the date the telephone scheduling request is made by the GSW/RCM.
- 4.9.1.2 If the number of participants increases and results in CONTRACTOR having to provide additional classes, any additional cost as a result of the additional classes would require a negotiated amendment approved by the COUNTY as provided in Section 8.7.3 of this Contract.

4.9.2 Enrolling

- 4.9.2.1 The following tasks shall be performed when enrolling GAIN/REP participants into Job Club services as referred by the GSW on a Technical Exhibit 10, the GN 6006, Service Provider Referral. The requirements below are applicable when enrolling GAIN participants into Orientation/Job Club.

NOTE: When the time frame is shortened or extended, at the request of the GSW/RCM and/or CONTRACTOR, the reason shall be recorded by the CONTRACTOR's Reservation Clerk. The duration of Job Club services may be extended, with the consent of the GAIN/REP participant, if both the GSW/RCM and CONTRACTOR agree that continuing in Job Club will likely lead to employment.

- 4.9.2.2 Assure there is a minimum of four (4) GAIN/REP participants attending each Job Club session by over-booking. The initial Job Club session shall not be canceled for any reason, even if less than four (4) GAIN/REP participants show up.
- 4.9.2.3 Collect the Technical Exhibit 10, the GN 6006, Service Provider Referral, from the GAIN/REP participant upon his/her arrival to the scheduled Job Club session.

- 4.9.2.4 Review the Technical Exhibit 10, the GN 6006, to confirm the duration of the required Job Club session. Contact the GSW/RCM immediately for any needed clarification.
- 4.9.2.5 Complete the CONTRACTOR portion on the Technical Exhibit 10, the GN 6006, retain the original for CONTRACTOR's records, and return a copy to the GSW within three (3) workdays from the date the GAIN/REP participant starts a Job Club services activity. The GEARS screen MCAT needs to be updated within one work day. See GEARS procedures in Sub-Section 4.10.2, herein below.

4.10 NOTIFICATION OF CHANGES

4.10.1 The following applies to GAIN/REP participants in Job Club:

Update GEARS screens Participant Component Selection (IPCA) and Participant Component Assignment Maintenance (MCAT) within one (1) workday of any change in circumstances that will affect the participants and/or their status in GAIN. Changes may include, but are not limited to, the following:

- 4.10.1.1 GAIN/REP participant has completed his/her Job Club services assignment.
- 4.10.1.2 GAIN/REP participant accepts or refuses a job offer.
- 4.10.1.3 GSW/RCM reschedules the initial Job Club start date.
- 4.10.1.4 GAIN/REP participant fails to appear for the start of Orientation or a Job Club session.
- 4.10.1.5 The Job Club services assignment is terminated by CONTRACTOR because GAIN/REP participant fails to attend or make satisfactory progress in his/her Job Club activity.
- 4.10.1.6 CONTRACTOR drops GAIN/REP participant from Job Club session due to two or more consecutive days of unexcused absences from Job Club.
- 4.10.1.7 GAIN/REP participant requires Welfare-to-Work expenses, and additional support services, i.e., grants, loans, in-kind donations such as books, clothing, tools, etc., to obtain employment.

- 4.10.1.8 GAIN/REP participant needs Specialized Supportive Services, including support for health issues in the home (family members that need care; Domestic Violence; Mental Health; drugs and alcohol) or needs a change in supportive services.
- 4.10.1.9 GAIN/REP participant did not complete the Orientation/Job Club session activities due to being referred to a Specialized Supportive Service, such as; Domestic Violence, Mental Health, Substance Abuse.
- 4.10.1.10 CONTRACTOR recommends a change in the duration of the Job Club activity.
- 4.10.1.11 GAIN/REP participant opts for Dual Track.
- 4.10.1.12 Any other change relevant to GAIN/REP participant's GAIN, RCA and/or CalWORKs case.
- 4.10.1.13 GAIN/REP participant is Limited-English Proficient (LEP) and would not benefit from Job Club activities as the first Welfare-to-Work Activity.
- 4.10.1.14 GAIN/REP participant and CONTRACTOR agree that continuance of Job Club will not be beneficial as the first Welfare-to-Work activity.

4.10.2 GEARS Procedures

CONTRACTOR will be allowed limited access to the GAIN Employment Activities and Reporting System (GEARS), to increase the effectiveness of the exchange of information on the participation of GAIN/REP participants.

Allowing CONTRACTOR access to GEARS will expedite the notice to the GSW/RCM that a participant has completed or was dropped from Job Club. The CONTRACTOR will complete the GN 6007 for participants that report employment or when a need for Supportive Services such as Mental Health, Substance Abuse or Domestic Violence is discovered.

CONTRACTOR Job Club staff is to update the GEARS computer to indicate if the participants who were referred to Orientation/Job Club showed, did not show, completed Job Club with employment, completed Job Club with no employment, or were dropped from Job Club. GEARS must be updated within one work day.

4.10.2.1 To close Orientation/Job Club Component:

From the GEARS home page:

- Select the Participant Component Selection Screen (IPCA).
- From the IPCA screen, enter the participant's case number and correct Person Identification Digit (PID). This will display the participant's case information.
- From the IPCA screen, select the open Job Club component. This will take you to the Participant Component Assignment Maintenance (MCAT) screen.
- **On the MCAT screen** go to the Referral Received Date section and enter the date the GN 6006 was received. If no GN 6006 was received, enter the Orientation/Job Club start date and hit enter.
- Add the Weekly Hours of Participation and Referral Result (there is a drop-down menu that can be accessed to select the reason), and the Actual Start Date.
- Press enter; print a copy of the screen to file in the participant's case record.

4.10.2.2 To close the Orientation/Job Club (OJC) component:

- From the MCAT screen, go to the Actual End Date section and enter the participant's last date of attendance to Job Club or date of completion.
- Scroll down to the Component End Result section and by using the drop-down menu, select the reason for closing the component and press Enter. If there is no code that describes end results, go to the comment section and write reason for closing the component.

4.10.2.3 If the Participant is a No Show for Job Club:

- Go to the Referral Results section and select No Show from the drop-down menu.
- Enter the Actual End Date information.
- Select No Show as the reason for closing the component.
- Press Enter and this will close the component.

NOTE: If the component is closed or updated for any other reasons, indicate on the comment section.

4.11 JOB DEVELOPMENT

CONTRACTOR Requirements

- 4.11.1 Work with employers to identify and create a pool of job opportunities for GAIN/REP participants. Job Development efforts shall target large, stable and/or expanding occupations.
- 4.11.2 Maintain a referral system in which the needs and interests of GAIN/REP participants are matched with the needs and interests of employers;
- 4.11.3 Meeting periodically with COUNTY/contracted GAIN/REP case management staffs' job developers to network, share employment opportunities, develop employment placements, review effective job development processes and promote the common goal of GAIN/REP which is participant employment and employment retention and advancement;
- 4.11.4 Support non-traditional jobs for GAIN/REP participants;
- 4.11.5 Screen referrals to match employer needs;
- 4.11.6 Post job openings in CONTRACTOR and Regional GAIN offices; and
- 4.11.7 Hire GAIN/REP participants.

4.12 FLEX (CONCURRENT) JOB CLUB/SEARCH

This activity is for GAIN/REP participants assigned to the Orientation/Job Club who need a flexible Job Club/search due to attending another Welfare-to-Work activity, e.g., school or part-time work. Participants must be available to participate in Flex Job Services for a minimum of ten hours per week.

CONTRACTOR Requirements

Provide flexible part-time Job Club activities for GAIN/REP participants identified on the GN 6006, Service Provider Referral, in a Self-Initiated Program/or another school program, working part-time or who have accepted Dual Track, if such services are compatible with participants' work/school schedule.

4.13 JOB OPENING INFORMATION

CONTRACTOR Requirements

Include primarily county-wide job openings that are appropriate to the needs and skill level of GAIN participants.

4.14 JOB PLACEMENT

CONTRACTOR Requirements

Provide job placement services, i.e., direct job referrals, to all GAIN/REP participants as part of the overall Job Club activity. Job referrals shall be provided to GAIN participants on an individualized basis. Job placement activities may include, but are not limited to, referring GAIN/REP participants to jobs that are:

- A** Listed by employers with the State Employment Development Department;
- B** Developed independently by CONTRACTOR; and
- C** Developed by partnering agencies.

5.0 PERFORMANCE MEASURES

5.1 JOB PLACEMENT RATE

- 5.1.1** CONTRACTOR is expected to maintain a quarterly Job Placement Rate of 30% for GAIN and REP, consisting of full-time and part-time jobs. Two part-time placement jobs will be equal to one-full-time placement.
- 5.1.2** If the Job Placement Rate falls below the above required percentage for a particular month or a particular GAIN/REP Region, a Contract Discrepancy Report will be issued to the CONTRACTOR.
- 5.1.3** The Job Placement Rate is the Ratio of Job Placement Count to the Net Start Count (Job Club Session Count), each quarter, Countywide.
- 5.1.4** For the four-week Job Club, CONTRACTOR's "placement window" shall begin on regular GAIN/REP participants' first day in the four-week Job Club session and end eight weeks following the end date of the four-week Job Club session.
- 5.1.5** CONTRACTOR may count the part-time employment acquired during the Job Club placement window of Flex or Dual Track participants as equivalent to a full-time placement.
- 5.1.6** Persons removed from Job Club at the request of the GAIN/RCM Services Worker will not be included in calculating the Job Placement Rate.
- 5.1.7** CONTRACTOR may include in the calculation of full-time placement rate all full-time placements into subsidized employment if within the placement window.
- 5.1.8** If the unemployment rates decline or increase significantly at any time after July 2012, the placement target rate will be adjusted accordingly.

5.2 FISCAL PENALTY

To the extent that the CONTRACTOR's Job Placement Rate in a quarter falls below the above required percentage, liquidated damages of up to \$6,000 per quarter may be assessed.

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY

**EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 1**

PERFORMANCE REQUIREMENTS SUMMARY

1. INTRODUCTION

This Technical Exhibit 1 lists the required services which will be monitored by the COUNTY during the term of this Contract. It indicates the required services, the Standards of Performance, the maximum deviation from Standard before service will be determined to be unsatisfactory, the COUNTY's preferred method of monitoring, and the deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary (PRS) are intended to be completely consistent with this Contract and Exhibit A, Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in this Contract and Exhibit A.

In any case of apparent inconsistency between required services or Standards as stated in the Contract and Exhibit A and this PRS, the meaning apparent in the Contract and Exhibit A will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract or Exhibit A, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of any penalties.

The COUNTY expects a high Standard of CONTRACTOR performance. DPSS will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the County Contract Administrator by the CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is the CONTRACTOR's responsibility to provide the services set forth in the Exhibit A, Statement of Work, and summarized in the PRS.

2. PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart (Technical Exhibit 1A):

- 2.1** Provides the Section or Paragraph where referenced (Column 1 of chart).
- 2.2** Defines the Standards of Performance for each required service (Column 2 of chart).

- 2.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses liquidated damages (Column 3 of chart).
- 2.4 Indicates the method of monitoring the services (Column 4 of chart).
- 2.5 Indicates the penalties/fees to be assessed for exceeding the AQL, for each listed Contract requirement (Column 5 of chart). These may serve as baseline for assessing liquidated damages.

3. **QUALITY ASSURANCE**

Each month of service, the CONTRACTOR's performance will be compared to this Contract's Standards and AQL's using the Quality Assurance Monitoring Plan (QAMP). The COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

- 3.1 Random sampling [for random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin];
- 3.2 One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR performance;
- 3.3 Review of reports and files maintained by the CONTRACTOR; and
- 3.4 On-site evaluations.

4. **CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a required service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CONTRACTOR shall be required to respond within ten (10) workdays, to a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to explain, in writing, the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The County Contract Administrator (CCA) will evaluate the CONTRACTOR's explanation and determine if any financial penalties will be assessed. The CDR is set forth in Exhibit A, exhibit as Technical Exhibit 2 (Contract Discrepancy Report).

5. CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the Number of Defects that Renders a Service Unsatisfactory

The sample is selected at random so that it will be representative of the entire population. It is compared to the Standard, and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

- 5.1 **Acceptable Quality Level (AQL)** - The maximum percent of defects that can be accepted and still meets this Contract's Standard for satisfactory performance;
- 5.2 **Lot Size** - the total number of units or services to be provided monthly;
- 5.3 **Sample Size** - the number of units or services to be checked for a given time period; and
- 5.4 **Acceptance/Rejection Numbers** - the numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the PRS. The lot size is determined by how often the CONTRACTOR will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

6. REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Liquidated Damages, the CONTRACTOR must, within ten (10) workdays, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

7. UNSATISFACTORY PERFORMANCE REMEDIES

When the CONTRACTOR performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- 7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 7.2 Reduce payment to CONTRACTOR by a computed amount based on the liquidated damages in the PRS Chart.

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 1A
PERFORMANCE REQUIREMENTS SUMMARY CHART

TECHNICAL EXHIBIT 1A

**PERFORMANCE REQUIREMENT SUMMARY FOR GAIN JOB READINESS AND
CAREER PLANNING SERVICES CONTRACT**

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>1. Provide GAIN Program orientation training to public contact employees. (Exhibit A-Statement of Work) Section 3.0- Contractor Furnished Items Sub-Section 3.3-Training</p>	<p>100% of Contract staff receives GAIN Program orientation within 30 calendar days after starting employment.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500.00 per occurrence.</p>
<p>2. Ensure all direct service employees are trained on County-approved and/or CONTRACTOR- developed curriculum. (Exhibit A-Statement of Work) Section 3.0- Contractor Furnished Items Sub-Section 3.3 Training</p>	<p>100% of Contractor staff is trained on approved curriculum prior to Contract start date within 30 calendar days after starting employment.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500.00 per occurrence.</p>
<p>3. Ensure all direct service employees are trained on COUNTY's GOALS Program. (Exhibit A-Statement of Work) Section 3.0- Contractor Furnished Items Sub-Section 3.3-Training</p>	<p>100% of Contractor staff is trained on GOALS Program within 30 calendar days after starting employment.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500.00 per occurrence.</p>
<p>4. Provide Orientation to all new Contract employees working directly with GAIN participants. (Exhibit A-Statement of Work) Section 3.0- Contractor Furnished Items Sub-Section 3.3-Training</p>	<p>100% of new Contract staff working directly with GAIN participants receives Orientation within 30 days after starting employment.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500.00 per occurrence.</p>
<p>5. Provide a two-week quarterly in-service training for all new staff on the new Job Club model and report results on CONTRACTOR's MMR. (Exhibit A-Statement of Work) Section 3.0- Contractor Furnished Items Sub-Section 3.3-Training</p>	<p>100% of new Contract staff is provided a two-week quarterly in-service on the new Job Club model and training results are reported on the MMR.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500.00 per occurrence.</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>6. Provide a one-day orientation for new employees quarterly and report attendee names on MMR. (Exhibit A-Statement of Work) Section 3.0- Contractor Furnished Items Sub-Section 3.3-Training</p>	<p>100% of new Contract staff is provided a one-day orientation and all the attendee names are reported on the MMR.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500.00 per occurrence.</p>
<p>7. Provide training workshops for direct services management and non-management staff during each Contract year. (Exhibit A-Statement of Work) Section 3.0- Contractor Furnished Items Sub-Section 3.3-Training</p>	<p>100% of all direct services management and non-management staff receive training workshops during each Contract year.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500.00 per occurrence.</p>
<p>8. Resolve systems problems (Exhibit A-Statement of Work) Section 4.0- Specific Tasks Sub-Section 4.5-Reporting Tasks</p>	<p>Resolve any CONTRACTOR' system problem within five (5) workdays of discovery.</p>	<p>None</p>	<p>User Complaint Review of QC Plan Random Sampling Review of MMR On-site Observation</p>	<p>2% of Contractor's monthly flat fee per occurrence.</p>
<p>9. Ensure that Confidentiality Agreements for all employees are on file. Contract: Part 7.0 – Administration of Contract-Contractor Section 7.6 Confidentiality</p>	<p>100% of all CONTRACTOR's staff has Confidentiality Agreements on file prior to employment start date.</p>	<p>None</p>	<p>Review of Employee's Folder</p>	<p>\$500.00 per occurrence.</p>
<p>10. Invoices are submitted to COUNTY timely. Contract: Part 5.0 – Contract Sum, Section 5.5-Invoices and Payments</p>	<p>All invoices are timely submitted within fifteen 15 calendar days after the service month.</p>	<p>One (1) business day.</p>	<p>Management Review of Reports</p>	<p>\$500.00 per occurrence for late submission up to 29 days and additional \$500 for each additional month late.</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>11. Reports are submitted to COUNTY timely (Exhibit A-Statement of Work) Section 4.0- Specific Tasks Sub-Section 4.5-Reporting Tasks</p>	<p>All reports are timely submitted by the fifteenth (15) calendar day of the following month in which the CONTRACTOR performed the activates as required by COUNTY.</p>	<p>One (1) business day.</p>	<p>Management Review of Reports</p>	<p>\$500.00 per occurrence.</p>
<p>12. Ensure that invoices and reports are complete and accurate. Contract: Part 4.0 – Specific Tasks Section 4.5 – Reporting Tasks</p>	<p>All invoices and reports are complete and accurate</p>	<p>None</p>	<p>Management Review of Reports</p>	<p>\$500 per occurrence</p>
<p>13. Investigate user complaints. Contract: Part 8.0 – Standard Terms and Conditions, Section 8.5 - Complaints</p>	<p>Complaints are investigated per the COUNTY – approved plan for investigating complaints.</p>	<p>None</p>	<p>User Complaint Management Review of Responses to Complaints</p>	<p>\$500 Per occurrence</p>
<p>14. Maintain a quality control system. Exhibit A-Statement of Work) Section 1.0- General Sub-Section 1.2- Quality Control</p>	<p>CONTRACTOR complies with COUNTY-approved quality control plan.</p>	<p>None</p>	<p>User Complaint Review of QC Plan Random Sampling Review of MMR On-Site Observation</p>	<p>2% of CONTRACTOR's monthly flat fee per occurrence</p>
<p>15. Provide staff to discuss problems, attend meetings and provide participant records as requested by COUNTY. Contract: Part 7.0 – Administration of Contract – Contractor, Section 7.1- Contractor Manager</p>	<p>Staff is available 100% of the time, as requested by COUNTY.</p>	<p>None</p>	<p>User Complaint</p>	<p>\$500 per occurrence</p>
<p>16. Comply with equal employment opportunity, nondiscrimination, and civil rights requirements. Contract: Part 8.0 – Standard Terms & Conditions Section 8.7 - Civil Rights Section 8.29 – Nondiscrimination</p>	<p>CONTRACTOR is in compliance with equal employment opportunity, nondiscrimination, and civil rights requirements 100% of the time.</p>	<p>None</p>	<p>User Complaint On-Site Observation</p>	<p>\$500 per occurrence</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>17. Report all suspected child abuse, elder abuse and welfare fraud. Contract: 9.0 <u>Unique Terms and Conditions</u> 9.1 <u>Child/ElderAbuse/Fraud Reporting</u></p>	<p>100% of the time suspected child abuse; elder abuse and welfare fraud is reported within the required time frame specified in the California Penal Code and California Welfare & Institution Code.</p>	<p>None</p>	<p>User Complaint Random Sampling</p>	<p>\$50 per occurrence per day</p>
<p>18. Update and maintain GEARS or its replacement system inventory. (Exhibit A-Statement of Work) Section 3.0 Contractor Furnished Items</p>	<p>Inventory is updated and maintained according to County standard. Inventory updates shall be made within five(5) workdays after any change occurs in the data,</p>	<p>None</p>	<p>User Complaint</p>	<p>\$500 per occurrence</p>
<p>19. Provide the required Orientation direct and related services that are specifically outlined in the Statement of Work to GAIN/REP participants in a timely manner and for the appropriate duration covering all curriculums, as required by COUNTY. (Exhibit A - Statement of Work) Section 4.0 - Specific Tasks, Sub-Section 4.6 - Orientation Services.</p>	<p>100% of the time required Orientation services are performed and are provided timely.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>2% of CONTRACTOR'S monthly flat fee Per occurrence</p>
<p>20. Provide the required Job Club direct and related services that are specifically outlined in the Statement of Work to GAIN/REP participants in a timely manner and for the appropriate duration covering all curriculums, as required by COUNTY. Exhibit A - Statement of Work: Section 4.0 - Specific Tasks, Sub-Section 4.7 - Job Club Services</p>	<p>100% of the time required Job Club services are performed and are provided timely.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>2% of CONTRACTOR'S monthly flat fee Per occurrence</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>21. Maintain participant records as required.</p> <p>Exhibit A - Statement of Work: Section 4.0 – Specific Tasks, Sub-Section 4.2 - Record Keeping.</p>	<p>Participant records are maintained in accordance with COUNTY requirements.</p>	<p>None</p>	<p>User Complaint Random Sampling</p>	<p>\$500 per occurrence</p>
<p>22. Perform all management tasks outlined in the Statement of Work and as requested by COUNTY.</p> <p>Exhibit A - Statement of Work: Section 4.0 – Specific Tasks, Sub-Section 4.1 - Contractor Management Services.</p> <p>Contract: Part 7.0 - Administration of Contract – Contractor, Section 7.1 - Contractor Manager.</p>	<p>100% of all management tasks are performed by CONTRACTOR as required.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>\$500 per occurrence</p>
<p>23. Ensure key management staff (Contract Manager/Alternate Contract Manager) are staffed as agreed upon and replaced when there is a vacancy.</p> <p>Exhibit A - Statement of Work: Section 4.0 – Specific Tasks, Sub-Section 4.1 - Contractor Management Services, Sub-Section 4.2 - Record Keeping.</p> <p>Contract: Part 7.0 – Administration of Contract – Contractor, Section 7.1 – Contractor Manager.</p>	<p>100% of the time key management staff are provided as agreed and replaced within 30 calendar days of a vacancy.</p>	<p>None</p>	<p>User Complaint On-Site Observation</p>	<p>2% of CONTRACTOR'S monthly flat fee</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>24. Provide staff levels as agreed upon for delivery of Orientation and Job Club services and ensure that vacancies are filled and do not negatively impact service delivery.</p> <p>Exhibit A - Statement of Work: Section 4.0 – Specific Tasks, Sub-Section 4.1 - Contractor Management Services, Sub-Section 4.2 - Record Keeping. Contract: Part 7.0 - Administration of Contract – Contractor, Section 7.1 - Contractor Manager.</p>	<p>100% of the time services are staffed at agreed upon levels. In cases where staffing levels fall below the agreed upon level, staffing levels at the agreed upon level will be resumed within 30 calendar days, and there is no adverse impact on service delivery due to the reduction in staffing.</p>	<p>None</p>	<p>User Complaint On-Site Observation</p>	<p>2% of CONTRACTOR'S monthly flat fee</p>
<p>25. Provide all direct services outlined in the Statement of Work during COUNTY's normal business hours, Monday through Friday, and Saturday as required by COUNTY.</p> <p>Exhibit A - Statement of Work: Section 1.0 - General, Sub-Section 1.7 - Hours of Operation.</p>	<p>100% of direct services are performed by CONTRACTOR during the required hours of operation.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>2% of CONTRACTOR'S monthly flat fee</p>
<p>26. Provide insurance verification to the County Contract Administrator (CCA)</p> <p>Contract: Part 8.0 – Standard Terms & Conditions, Section 8.22 and 8.26 – Insurance</p>	<p>Ensures that all insurance policies are current and meet insurance requirements,</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation</p>	<p>2% of CONTRACTOR'S monthly flat fee</p>
<p>27. Provide COUNTY with an inventory list of all COUNTY-furnished equipment, materials, etc. Maintains and updates list regularly throughout term of contract.</p> <p>Exhibit A - Statement of Work: Section 3.0 - Contractor Furnished Items.</p>	<p>Inventory list is provided to COUNTY as required and updated regularly.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>2% of CONTRACTOR'S monthly flat fee</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
28. Place participants into full-time employment that is expected to last for more than 30 days. Exhibit A - Statement of Work: Section 5.0 – Performance Measures.	A Full-Time Placement Rate as described in Sub-Section 5.1.1 of the Net total participants who start Job Club shall be placed into full-time employment.	None	COUNTY will reconcile CONTRACTOR's job placements to its job sessions and against County data.	\$6,000 per quarter
29. Ensure that participants participate in Job Club sessions. Exhibit A - Statement of Work: Section 5.0 – Performance Measures.	A Job Club Show Rate of 50% of the total referred (scheduled) participants.	None	Review of MMR	1.5% of CONTRACTOR's flat monthly fee
30. Ensure that participants complete Job Club classes. Exhibit A - Statement of Work: Section 5.0 – Performance Measures.	A Job Club Completion Rate of 50% of the total participants who start Job Club.	None	Review of MMR	1.5% of CONTRACTOR's flat monthly fee

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 2
CONTRACT DISCREPANCY REPORT

DRAFT

TECHNICAL EXHIBIT 2
CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATE: _____

Prepared _____

Returned by Contractor _____

Action Completed _____

DISCREPANCY OR PROBLEMS: _____

Signature of CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action) _____

Signature of Contractor Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE _____

COUNTY ACTIONS: _____

Contractor Notified of Action: _____

Signature of County Contract Administrator _____

Contractor Manager _____

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 3
GAIN CONTRACTOR CIVIL RIGHTS
COMPLAINT ACTIVITY REPORT

DRAFT

TECHNICAL EXHIBIT 3

**GAIN/GROW/REP CONTRACTOR
CIVIL RIGHTS COMPLAINT ACTIVITY REPORT**

MONTH : _____

I. IDENTIFYING INFORMATION

Name of Contractor

Contractor ID Number

Address

Contact Person

Telephone Number

II. SOURCE OF NEW COMPLAINTS

DPSS _____

GAIN/GROW/REP Participant _____

Other: _____ +

Total Received _____

III. INVESTIGATION ACTIVITY

Carried over from prior month _____ **Number**

Received during the month _____

Total on hand during month _____

Finalized during the month
(For Disposition, refer to Section IV) _____

Total on hand at the end of month: _____

Distribution: Original 3 copies to DPSS, Fourth copy kept on file by Contractor for 5 years

TECHNICAL EXHIBIT 3

IV. INVESTIGATION/COMPLAINT DISPOSITION

Date Received	Case Name	Case Number	Alleged Basis Of Discrimination	Subcontractor Name	Disposition
DRAFT					

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 4

MONTHLY MANAGEMENT REPORT

DRAFT

I. Orientation MMR:

- Summary Letter GAIN/REP
- Orientation Summary (Starts, Shows, Completes)
- Orientation Services/Sessions for all sites individually and collectively
- JCPenney Gift Card Summary Report
- Orientation- Overall Evaluation Rating
- Orientation -Participant Evaluation Summary
- Orientation Services Report for REP
- Orientation Services Summary
- NE/NS-REP Orientation Services-Session Summary
- NE/NS-REP Summary (Starts, Shows, Completes)
- NE/NS-REP Participant Evaluation Summary
- NE/NS-REP Orientation- Overall Evaluation Rating

II. Job Club MMR:

- Summary Letter (Narrative)
- Success Stories
- List of English Starts
- List of Spanish Starts
- Starts Listing (GAIN, NE/NS-REP)
- JCL Deferred Referrals Grouped by Reason for Deferral
- JCL Transferred Out Participants
- Full-time/Part-time English Participant Placement Count
- Full-time/Part-time Spanish Participant Placement Count
- Full-time Placement Count-NE/NS-REP
- Supportive Services Summary
- Summary of Participant Evaluation Replies
- Dual Track Participants
- Combined MMR Summary
- Combined NE/NS, REP and EJC/VA
- Breakdown of Supportive Services
- Combined NE/NS, REP and EJC/VA
- GAIN/NE-NS Transferred Out Summary
- Vocational Assessment Summary, List of Placed Pts, Scheduled & Showed)
- NE/NS-REP Average Wage Summary
- Job Services Summary Chart (Referrals, Starts, Shows, Completes & Drops)
- Job Placement Statistical Chart
- Average Wage Summary (GAIN, NE/NS-REP)
- Below Living Wage (GAIN, NE/NS-REP)
- Living Wage with Benefits List (GAIN, NE/NS-REP)
- Living Wage without Benefits List (GAIN, NE/NS-REP)
- Combined NE/NS-REP, & EJC/VA

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 5
GAIN PARTICIPANT FEEDBACK SHEET



Los Angeles County Office of Education, GAIN Division
 GAIN Orientation/Motivation Evaluation



The Los Angeles County Office of Education (LACOE) is contracted by the Department of Public Social Services (DPSS) to provide Orientation/Motivation and Job Services for the GAIN Program. Your comments will be forwarded to DPSS in an effort to evaluate if contract requirements are being met by LACOE.

Date _____ Orientation/Motivation Site _____

Facilitator _____

FACILITATORS (INSTRUCTORS)

Agree

Disagree

- | | | |
|---|--------------------------|--------------------------|
| 1. Did the LACOE Facilitator tell you that the purpose of GAIN is to help you get a job and become self-sufficient? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Did the LACOE Facilitator explain why you are better off working than on welfare? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Did today's program increase your belief that you can support your family without welfare? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are you ready to participate in GAIN? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Did a supportive services representative from child care conduct a presentation in your class? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. If yes, was the information presented in a clear and concise manner? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Did a supportive service representative discuss mental health, substance abuse, and domestic violence? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. If yes, was the information presented in a clear and concise manner? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Did the LACOE facilitator inform you that supportive services are available to you i.e.; child care, transportation, clothing, housing, emergency transportation, as well as mental health, substance abuse and domestic violence? | <input type="checkbox"/> | <input type="checkbox"/> |

OVERALL RANKING

- Very Good Good Fair Poor Very Poor

ADDITIONAL INFORMATION

My short term goals: _____

My long term goals: _____

Change self-talk from, "It's hard to find a job to support myself and my family," to: _____

My next step to getting a job is: _____

How will I use the ten keys in my life: _____

My affirmation for self-sufficiency is: _____

Comments: _____



Los Angeles County Office of Education, GAIN Division
 Career Planning and Preparation Seminar/Job Club Evaluation



The Los Angeles County Office of Education (LACOE) is contracted by the Department of Public Social Services (DPSS) to provide Orientation/Motivation and Job Services for the GAIN Program. Your comments will be forwarded to DPSS in an effort to evaluate if contract requirements are being met by LACOE.

Job Club Site _____ Facilitator _____

	Agree	Disagree
FACILITATORS (INSTRUCTORS)		
I thought the Los Angeles County Office of Education facilitator(s) were professional and helpful.	<input type="checkbox"/>	<input type="checkbox"/>
I thought the facilitator(s) were well prepared and organized.	<input type="checkbox"/>	<input type="checkbox"/>
MATERIALS		
I thought the classroom materials, and the manner in which they were presented, were effective.	<input type="checkbox"/>	<input type="checkbox"/>
The Interest/Value Survey and the Occupational Research has helped me to set goals and plan for my career and education.	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL PROCESS		
The first two weeks of Job Services has helped me develop the necessary skills to find a job and plan a career.	<input type="checkbox"/>	<input type="checkbox"/>
I was able to address barriers to employment and obtain/ access resources to overcome those barriers.	<input type="checkbox"/>	<input type="checkbox"/>
Listening to the support services presentation and meeting with the service providers, was of great benefit.	<input type="checkbox"/>	<input type="checkbox"/>
Overall Job Services has been a positive experience.	<input type="checkbox"/>	<input type="checkbox"/>
FACILITY		
I thought the Job Services facility was neat and organized; and the classroom environment was comfortable, motivating, and conducive to learning.	<input type="checkbox"/>	<input type="checkbox"/>

Career Planning and Preparation Seminar/Job Club Evaluation

The Los Angeles County Office of Education (LACOE) is always seeking ways to deliver services more creatively and more efficiently. In an effort to continue to improve our program, your comments will provide valuable feedback as to whether or not we are meeting our goals. These additional comments will be forwarded to the LACOE GAIN Program supervisors and managers.

Job Club Site _____ **Facilitator** _____

ADDITIONAL INFORMATION

If you missed any days or time from CPPS/Job Club, what prevented you from attending? _____

Were you treated with courtesy and was your input valued? _____

Did the staff serve as positive role models for the program's requirement of dressing professionally and being on time? _____

How did the interest/value survey and the occupational research assist you in developing your career plan? _____

What did you like best about week one, Career Planning and Preparation Seminar? _____

How can week one, Career Planning and Preparation Seminar, be improved? _____

What did you like best about week two, Job Club? _____

How can week two, Job Club, be improved? _____

EXHIBIT A, STATEMENT OF WORK

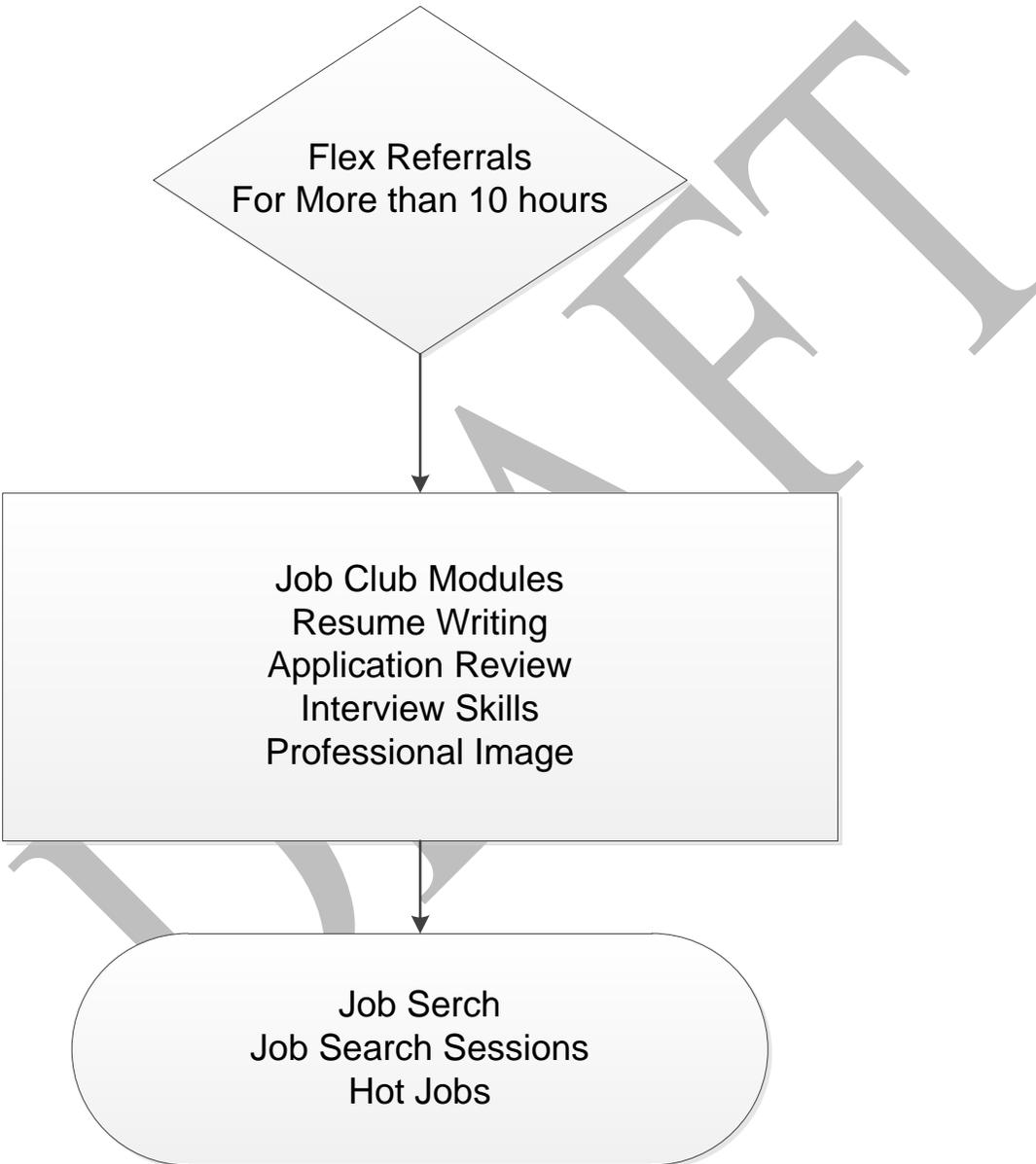
TECHNICAL EXHIBIT 6

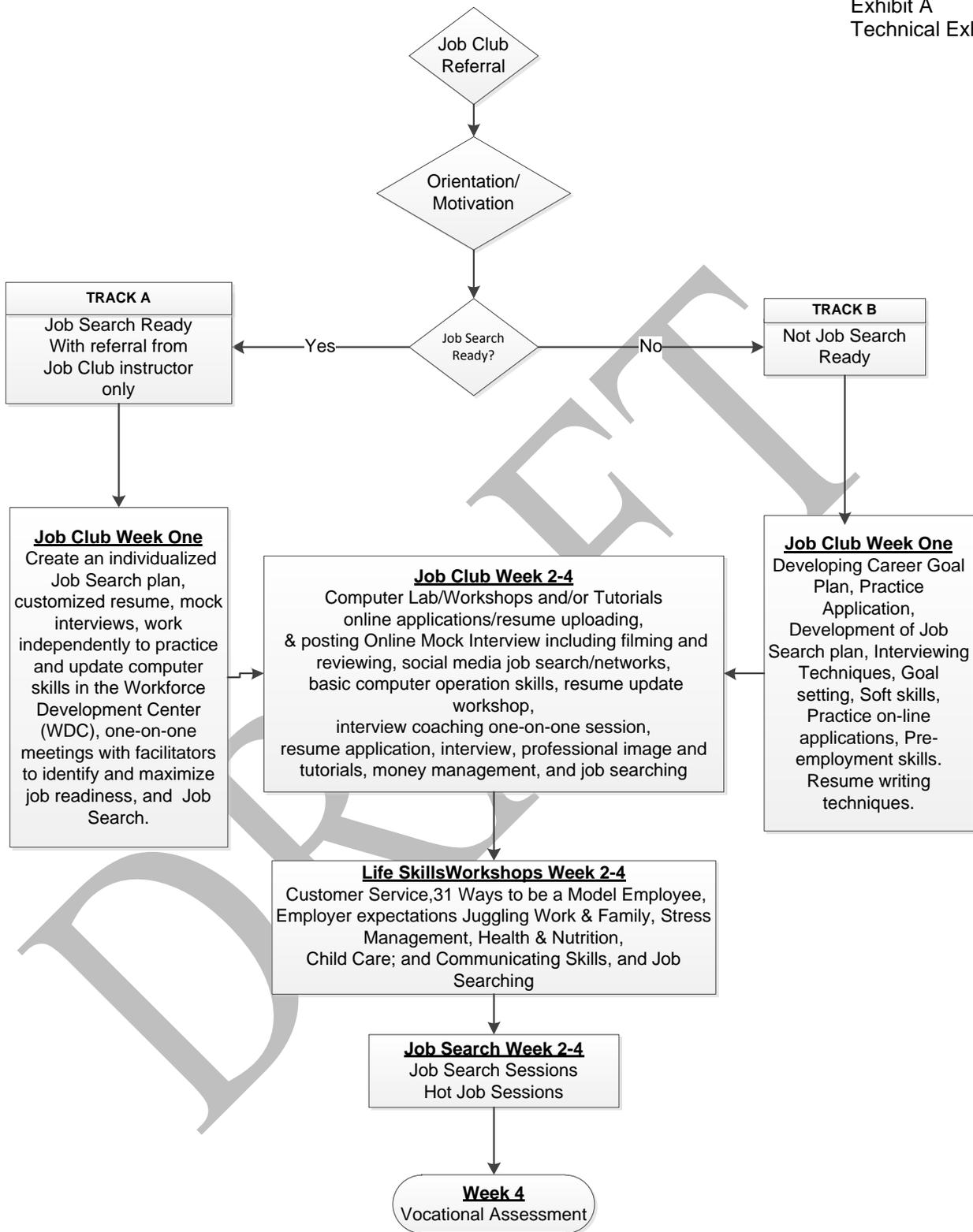
JOB READINESS & CAREER PLANNING SERVICES

FLOW CHARTS

DRAFT

FLEX REFERRALS FLOW CHART





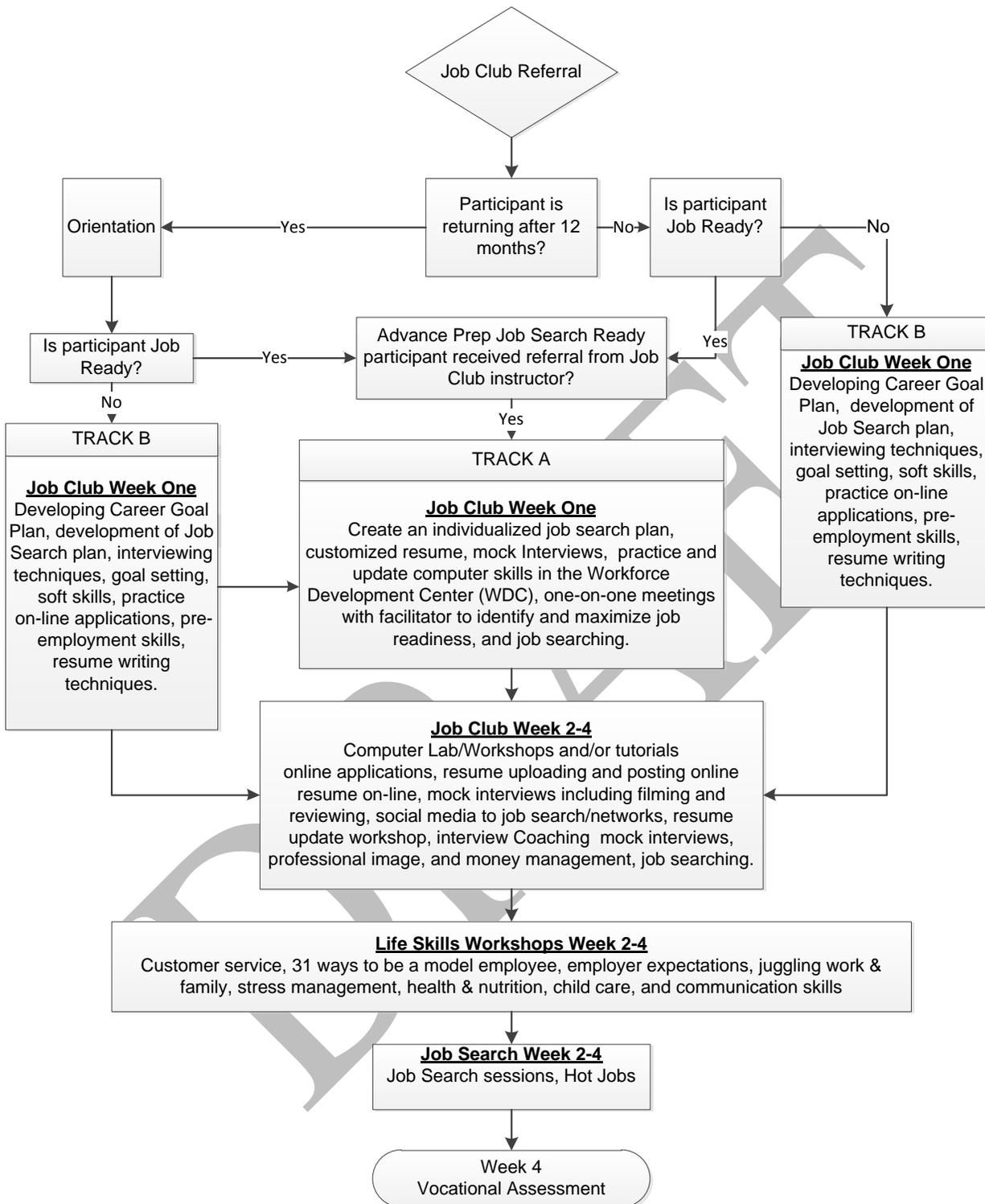


EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 7
BREAKDOWN OF GAIN REGIONAL SERVICE AREAS BY CITY

DRAFT

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 8

LITERACY SCREENING TOOLS

Includes the following forms:

- Instruction to Participants
 - Practice Application
 - Scoring Key

PRACTICE EMPLOYMENT APPLICATION

INSTRUCTIONS TO BE READ TO PARTICIPANTS

Write your name, and today's date, which is _____.

The GAIN Services Worker's number will be completed by the facilitator.

L.A. GAIN will give you lots of help to find a job. Although we haven't worked with most of you yet in completing job applications, we would like you to try out a little exercise for us. Don't think of this as a test, but as beginning practice in completing a job application.

For this exercise, pretend you are a job-seeker named Joyce or James Rodgers and you are being asked to fill out a practice job application form.

All of the information that you will need to complete the application is in the story. Use only this information to complete the practice job application.

If you want to change your response use the eraser, but make sure that your answer is written clearly.

If you have a problem completing the application for any reason, for example vision or reading problems, do the best you can anyway.

You will be asked to stop in 15 minutes.

Your Name _____

Date _____

GAIN Services Worker No. _____

PRACTICE APPLICATION

My name is Joyce or James Rodgers. I live at 1320 Josephine Street in Los Angeles, California. My zip code is 90827 and my phone is (562) 232-5409. My Social Security Number is 925-45-8899 and my Driver's License Number is DA135790.

I have worked at the Johnson Steel Mill since July 19, 1989. The mill is located at 1200 Lynwood Road in Vernon, CA 91321. I graduated from Cougar High School in June, 1988. After I graduated from high school, I worked at the mill full-time as a loader for \$4.00 an hour. I received a promotion to a manager in 1992. Since then, I have supervised the shipping department. I am paid \$8.00 per hour.

I need to get another job because the mill is closing. I heard the Philip's Department Store is hiring managers. I want to earn at least \$10 per hour. I will be available to begin work in two weeks.

NAME (LAST, FIRST)	1	HOME TELEPHONE NUMBER	2	SOCIAL SECURITY NUMBER	7
ADDRESS (NUMBER, STREET)	3a	(CITY, STATE AND ZIP CODE)	3b	DRIVERS LICENSE No. OR CA. I.D. No.	8
POSITION DESIRED	5	SALARY DESIRED	6	DATE AVAILABLE FOR WORK (M/D/Y)	4

EXPERIENCE

NAME OF MOST RECENT EMPLOYER					9
ADDRESS OF EMPLOYER (NUMBER, STREET)	10a	(CITY, STATE AND ZIP CODE)			10b
STARTING POSITION			11	STARTING SALARY	12
LAST POSITION			13	LAST SALARY	14
DUTIES					15
DATES EMPLOYED (MONTH/DAY/YEAR)					
FROM	16	TO			17
REASON FOR LEAVING					18

EDUCATION

SCHOOL	NAME	MONTH/YEAR GRADUATED
HIGH SCHOOL	19	20

LITERACY ASSESSMENT SCORING KEY

	POINTS
Participant's Name	0
Today's date.....	0
1. Rodgers, Joyce or James.....	5
2. (562) 232-5409.....	5
3a. 1320 Josephine Street	2.5
3b. Los Angeles, California 90827 (Calif. or CA.)	2.5
4. In two weeks.....	5
5. Manager.....	5
6. \$10.00.....	5
7. 925-45-8899.....	5
8. DA 135790	5
9. Johnson Steel Mill	5
10a. 1200 Lynwood Road.....	2.5
10b. Vernon CA. 91321	2.5
11. Loader.....	5
12. \$4.00 per hour.....	5
13. Manager.....	5
14. \$8.00 per hour.....	5
15. Supervise shipping	5
16. July 19, 1989.....	5
17. Present/now/current	5
18. Mill Closing.....	5
19. Cougar High School	5
20. June 1988	5

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 9

REGIONAL GAIN OFFICES AND SUB-OFFICES

DRAFT

TECHNICAL EXHIBIT 9

REGIONAL GAIN OFFICES AND SUB-OFFICES

- GAIN REGION I** **West County**
5200 W. Century Blvd.
Los Angeles, CA 90045
- GAIN REGION II** **West San Fernando Valley ***
21415 Plummer Street
Chatsworth, CA 91311
- Palmdale GAIN Sub-Office**
1050 E. Palmdale Blvd., Suite 204
Palmdale, CA 93550
- Santa Clarita GAIN Sub-Office**
27233 Camp Plenty Road
Canyon Country, CA 91351
- GAIN REGION III** **San Gabriel Valley ***
3216 Rosemead Blvd.
El Monte, CA 91731
- Pomona GAIN Sub-Office**
2255 N. Garey Avenue
Pomona, CA 91763
- GAIN REGION IV** **Central County**
3833 S. Vermont Ave. 3rd Floor
Los Angeles, CA 90037
- GAIN REGION V** **South County**
2959 Victoria Street
Rancho Dominguez, CA 90221
- GAIN REGION VI** **Southeast County**
5460 Bandini Blvd.
Bell, CA 90201
- Southeast GAIN Sub-Office**
5445 Whittier Blvd.
Los Angeles, CA 90022
- GAIN REGION VII** **East San Fernando Valley**
3307 N. Glenoaks Blvd.
Burbank, CA 91504

* Indicates DPSS facility where space is provided for CONTRACTOR to provide Orientation and Job Club Services.

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 10

SERVICE PROVIDER REFERRAL GN 6006

DRAFT

SERVICE PROVIDER REFERRAL

[]

GAIN REGIONAL OFFICE:	
PARTICIPANT NAME:	CASE NUMBER: 19 -
SOCIAL SECURITY #:	DATE: / /

[]

DEAR _____

YOU HAVE AN APPOINTMENT ON: _____ AT: _____ TO: _____

[] ENROLL IN _____

[] BEGIN JOB SERVICES _____

[] BEGIN YOUR VOCATIONAL ASSESSMENT _____

YOUR APPOINTMENT IS WITH: _____

LOCATED AT: _____

TAKE THIS FORM WITH YOU TO INTRODUCE YOU AND PROVIDE INFORMATION ABOUT YOU. ALSO, IF YOU HAVE PROOF OF YOUR SELECTIVE SERVICE REGISTRATION NUMBER, PLEASE TAKE IT WITH YOU.

IT IS IMPORTANT FOR YOU TO KEEP THIS APPOINTMENT. IF, FOR ANY REASON YOU CAN'T KEEP THIS APPOINTMENT, CONTACT ME IMMEDIATELY.

GAIN SERVICES WORKER:	FILE NO:	TELEPHONE NO: ()
-----------------------	----------	----------------------

INFORMATION FOR THE SERVICE PROVIDER

- SECTION A, ON THE SECOND PAGE OF THIS FORM, GIVES YOU INFORMATION ABOUT THIS GAIN PARTICIPANT
- SECTION B OR SECTION C, ON THE SECOND PAGE OF THIS FORM, IS TO BE COMPLETED BY YOU AND RETURNED BY YOU OR THE PARTICIPANT TO THE GAIN OFFICE LISTED ABOVE WITHIN EIGHT WORK DAYS OF ENROLLING IN YOUR PROGRAM.
- IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE GAIN SERVICE WORKER AT THE NUMBER LISTED ABOVE. THANK YOU FOR YOUR ASSISTANCE.

SECTION A - COMPLETED BY GSW		GAIN REGIONAL OFFICE:		GSW:			
PARTICIPANT NAME:		SOCIAL SECURITY NUMBER:		AFDC CASE NUMBER:			
RESIDENCE ADDRESS:			MAILING ADDRESS:				
TELEPHONE NUMBER:		BIRTH DATE:		SEX: [] M [] F			
PRIMARY LANGUAGE:			CITIZEN: [] YES [] NO LEGAL RIGHT TO WORK IN U.S.: [] YES [] NO				
CASAS TEST SCORES: MATH: _____ READING: _____			PARTICIPATION LIMITED TO 20 HOURS PER WEEK: []				
ADDITIONAL COMMENTS:							
I CERTIFY THAT THE ABOVE DATA HAS BEEN VERIFIED/DOCUMENTED BY AN EMPLOYEE OF THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES. THE DEPARTMENT CERTIFIES THAT THIS INDIVIDUAL HAS PROVIDED DOCUMENTATION THAT HE/SHE IS LEGALLY ENTITLED TO WORK IN THE U.S.							
GSW SIGNATURE:		DATE:		TELEPHONE:			
I AUTHORIZE THE EXCHANGE OF PERTINENT GAIN/AFDC INFORMATION BETWEEN DPSS, STATE, AND FEDERAL AGENCIES OR THEIR REPRESENTATIVES FOR MONITORING, HEARINGS AND OR AUDITING PURPOSES.							
GAIN PARTICIPANT SIGNATURE							
SECTION B - COMPLETED BY EDUCATION/TRAINING PROVIDER							
NAME OF SCHOOL/FACILITY:			SCHOOL FACILITY ADDRESS:				
[] NOT ACCEPTED BECAUSE:							
NAME OF PROGRAM:			DATE ENROLLED/REGISTERED:				
START DATE:		EXPECTED COMPLETION DATE:		HRS PER WEEK:			
SCHEDULE			CLASS HOURS (SHOW AM OR PM)				
SUBJECT	UNITS	MON	TUE	WED	THUR	FRI	SAT
PLEASE SPECIFY IF ANY OF THE FOLLOWING RESOURCES ARE AVAILABLE FROM YOUR FACILITY:							
[] CHILD CARE SOURCE/AMT:							
[] TRANSPORTATION: SOURCE/AMT:							
[] ANCILLARY EXPENSES (BOOKS, TOOLS, FEES, ETC.): SOURCE/AMT:							
PERSON COMPLETING THIS FORM:		POSITION:		TELEPHONE:		DATE:	

SECTION C - COMPLETED BY COE/JS OR VOCATIONAL ASSESSOR			
[] COE/JS OFFICE: _____		OR [] VOCATIONAL ASSESSOR: _____	
START DATE:		EXPECTED COMPLETION DATE:	
PERSON COMPLETING THIS FORM:		POSITION :	
TELEPHONE:		DATE:	

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 11

NOTIFICATION OF CHANGE FROM SERVICE PROVIDER GN 6007

County of Los Angeles

Department of Public Social Services

TO:	GAIN Services Worker:	File Number:	GAIN Regional Office/CalWORKs District Office:
	Address:		
FROM:	GAIN Services Provider:		Service Provider ID Number:
	Address:		
	Contact Person:	Telephone Number:	Date:
PARTICIPANT INFORMATION			
Participant Name:		Case Number:	Social Security Number:
Address:		GAIN Activity:	

NOTIFICATION OF CHANGE FROM SERVICE PROVIDER

<u>SECTION A - ENROLLMENT DATE/GAIN ACTIVITY START DATE INFORMATION</u>							
9 Enrollment date rescheduled to 9 Activity start date rescheduled to 9 Enrollment not completed. Explain: Rescheduled to 9 Other enrollment/start date information							
<u>SECTION B - CHANGE IN CLASS/TRAINING/SERVICE SCHEDULE</u>							
<u>CLASS/TRAINING/SERVICE HOURS</u>							
<u>SUBJECT</u>	<u>UNITS/HOURS</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
		<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>
		<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>
		<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>
		<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>
		<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>
<u>SECTION C - ASSESSMENT INFORMATION</u>							
9 Assessment appointment date rescheduled to 9 Assessment not completed. Explain: Rescheduled to							

SECTION D - EMPLOYMENT INFORMATION

9 Participant obtained employment during the GAIN activity/course.
 9 Participant obtained employment following the completion of the GAIN activity/course.
 9 Participant refused job offer.
 Employer Name: _____
 Address: _____
 Start Date: _____ Salary: \$ _____ Hours Per Week: _____
 9 SDI _____ 9 FICA _____ 9 Health Insurance: \$ _____ /mo.
 9 Union Dues: \$ _____ /mo. 9 Retirement: \$ _____ /mo.
 9 Other: _____ (specify type/amount)

SECTION E - COMPLETION/PROGRESS/ATTENDANCE INFORMATION

9 Participant successfully completed GAIN activity/course/services on
 9 Activity/course/service completion date should be extended to
 Explain:
 9 Participant not meeting attendance standards. Specify:
 9 Participant not satisfactorily progressing in activity/course/services. Explain:
 9 Recommend other GAIN activity/course/service. Explain:

SECTION F - SUPPORTIVE SERVICES NEEDS

9 Participant needs assistance with: 9 Child Care 9 Transportation
 9 Personal Counseling. Explain:
 9 Work Related/Ancillary Expenses. Explain:

SECTION G - OTHER INFORMATION

9 Participant now has available funding source from:
 9 ADA 9 JTPA 9 PELL Grant 9 Other (specify)
 9 Other Information:

<u>Services Provider/Representative</u>	<u>Position:</u>	<u>Date:</u>
---	------------------	--------------

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 12

CONTRACT MANAGER & ALTERNATE CONTRACT MANAGER
JOB DESCRIPTION

CONTRACT MANAGER
LOS ANGELES COUNTY OFFICE OF EDUCATION

Director II - GAIN

DEFINITION

To plan, organize and direct the programs and projects in the Occupational Preparation Division, GAIN, Job Service program: plans, organizes and manages the development of strategic operational plans for career and vocational training in Los Angeles County; directs, manages and supervises the certificated and classified occupational preparation program staff; provides direction and monitors, reviews and audits program and project goals and objectives to ensure compliance with the program strategic plans; provides information, consultation, training and disseminates documentation and materials concerning the job service and job placement program and project components: plans, organizes and coordinates budget development planning and implements strategies to ensure budgetary compliance; plans, organizes and develops operational policies, guidelines and procedures; evaluates the effectiveness of new programs and projects; coordinates, monitors and reviews programs and project services with County, State and Federal agencies; and performs other related duties as assigned

DISTINGUISHING CHARACTERISTICS

This class is distinguished from other classes in the following ways:

Requires specialized subject matter expertise in occupational and vocational education, as well as comprehensive, directly related and progressive, administrative and supervisory experience. Knowledge is applied to the administration and management of the GAIN, Job Service program's monetary and human resources within policy guidelines or research and evaluation concepts. Makes decisions and presents recommendations concerning critical and impacting educational and administrative operations. Under administrative direction, makes decisions of critical consequences, impacting the operations of programs and projects, and the development, revision and implementation of policies and operational procedures. Has supervisory responsibility for planning, assigning, reviewing and evaluating the quality and quantity of the work performed by GAIN, Job Service professionals, technical and clerical employees. Meets frequently with Los Angeles County, Department of Public Social Services, school district officials, State Department of Education, Federal compliance personnel, business advisory and community actions groups, independent service contractors, other policy makers and internal staff for the purpose of planning and directing activities, negotiating service contracts, and arriving at alternative solutions to program and project problems, issues and concerns.

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is provided by the Director III, Occupational Preparation.

Responsibilities include direct and indirect supervision of professional, technical and clerical personnel.

LOS ANGELES COUNTY OFFICE OF EDUCATION
Director II, GAIN
Page 2

EXAMPLE OF DUTIES

Duties may include, but not be limited to the following:

Plans, organizes, directs, and administers the human and monetary resources of the Occupational Preparation Division, GAIN Job Services program and projects to ensure that aims, goals and objectives are accomplished within prescribed priorities, time limitations and funding.

Provides leadership in the internal and external professional staff in the design, development, administration of need assessments in determining occupational programs and projects.

Plans, coordinates and collaborates with local, county, state, and federal agencies in the development and implementation of the program and project operational policies and guidelines.

Negotiates, executes, monitors and reviews service and operational agreements and program and project funding budgets with the Los Angeles County, Department of Public Social Services, and other fund providers, and reviews, monitors, evaluates and approves major project expenditures.

Confers with professional, technical and clerical staff to outline program and project strategic plans, delegates areas of responsibility and establishes the scope of responsibility of the program and project operational managers.

Plans, organizes, administers and participates in staff development, in-services training programs and presentations pertaining to vocational and occupational training and job placement programs, restructuring planning, and future planning based on determined programmatic needs.

Reviews, monitors and audits program and project evaluation reports and takes action to modify and revise operational plans as necessary to accomplish the job service and placement mission.

Plans, organizes and develops management reports to communicate operational milestones and goal and objective result accomplishments.

Plans, organizes and directs research and development activities in the design and implementation of new and innovative job service and job placement program and project concepts, and future vocational and career educational programs and services.

Manages, directs, supervises and evaluates the performance of the program professional, technical, and clerical personnel to ensure compliance with Division policies and operational objectives.

Serves a liaison to local, county state, and federal agencies in analyzing, interpreting and developing compliance strategies pertaining to job service and job placement program and project goals and results objectives.

Plans, organizes, manages and directs the coordination and planning of trainee guidance, trainee admission, attendance, transportation and trainee welfare issues and concerns.

Designs, develops and implements service and housing contract processes and procedures, and reviews and recommends the awarding of program and project service and housing contracts.

LOS ANGELES COUNTY OFFICE OF EDUCATION
Director II, GAIN
Page 3

Plans, organizes, develops, and directs the implementation of strategies for securing program and project funding.

Promotes the job service and job placement program to industry personnel, service providers, community groups, legislators through public awareness programs and the distribution of printed promotional material.

QUALIFICATIONS

Knowledge of:

Principles, techniques, strategies, goals, and objects of public education, vocational education, occupational preparation and job training.

Principles practices, methods, and trends of organization and management of vocational education, occupational preparation and job placement programs and projects.

Federal, State and County laws, codes and regulations concerning vocational education, occupational preparation programs, job training and general educational processes.

Evaluation strategies and techniques for determining program and project service, and staff operational effectiveness.

Principles, practices, methods and techniques of budget preparation and fiscal administration.

Advanced techniques in research and development in vocational education and occupational preparation.

Personnel management principles and practices, including selection, training, supervision and performance appraisal.

State Department of Education vocational education plan and course approval requirements.

Human relations and conflict resolution strategies and team building principles and techniques.

Ability to:

Effectively plan, organize, and direct diverse vocational and occupational preparation and placement programs and services, and provide leadership in their application to user needs.

Analyze, assess, and interpret statistical and programmatic data and apply gained insight into program and project administration and supervision.

Develop, monitor and manage budget development, and prepare fiscal related management reports.

LOS ANGELES COUNTY OFFICE OF EDUCATION
Director II, GAIN
Page 4

Analyze complex problems, develop solutions and make effective decisions.

Plan, organize, direct and participate in locate, county, state, and federal meetings, workshops and conferences.

Effectively negotiate program and project objectives and evaluation criteria, and monitor and audit program and project outcomes in accordance with prescribed procedures, standards and guidelines.

Identify problem areas, and recommend and implement effective problem solutions.

Communicate effectively in oral and written form.

Establish and maintain effective working relationships.

Effectively and efficiently recruit, select, train, and evaluate subordinate personnel.

EXPERIENCE AND EDUCATION

Any combination of experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the job required knowledge and abilities would be:

Experience:

Seven or more years of comprehensive, directly, related and progressive experience, including four years of administrative experience in vocational education or job training and placement programs.

Education:

Equivalent to a Master's degree in education, vocational education or closely related field from an institution of higher learning accredited by one of the six regional accreditation associations as recognized by the Council on Post secondary Accreditation.

LICENSE OF CERTIFICATE

Possess and maintain a valid California Supervisory or Administrative credential.

ALTERNATE CONTRACT MANAGER
LOS ANGELES COUNTY OFFICE OF EDUCATION.

Coordinator - In - Charge

DEFINITION

To coordinate and provide administrative, technical and functional supervision for specified programs; plan, organize, develop, recommend, supervise and evaluate programs, processes, and procedures; serve as a resource to program representatives; plan and implement programs in cooperation with district administrators and business and industry; provide support to educational agencies; serve as a liaison for special assignments; monitor and administer budgets for project/program; conduct studies and/or in services; monitor legislation which may impact project/program and provide interpretation and guidance; may serve as Acting Assistant Director/Director in the absence of the Assistant Director or Director, and perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from other classes in the following ways:

Requires specialized subject matter expertise in education, as well as comprehensive, directly related and progressive experience in the specified project area. Knowledge is applied to research, evaluation concepts, solutions, and recommendations concerning educational and administrative operations. Under administrative direction makes decisions of critical consequence, impacting the goals, organization and administration of educational programs and services for the program and/or office, implementation and revision of established policies and procedures. Provides administrative, technical and functional supervision of professional, technical and clerical personnel. Meets most frequently with superintendents, assistant superintendents, school district board members, State Department of Education, directors of curriculum, and other policy makers, as well as internal staff, for the purpose of planning and directing activities, implementing decisions, justifying and defending decisions, and negotiating or settling significant and/or controversial issues related to the specified program.

SUPERVISION RECEIVED AND EXERCISED

Administration is provided by an Assistant Director or higher level administrator.

Responsibilities includes administrative, technical and functional supervision of professional, technical and/or clerical personnel.

May serve as Acting Director in the absence of the Director.

EXAMPLE OF DUTIES

Duties may include, but are not limited to the following:

Provide needs assessment and curriculum development for new programs and sites.

Initiate curriculum and statistical approval process, evaluate potential programs and sites.

LOS ANGELES COUNTY OFFICE OF EDUCATION
Coordinator - In - Charge
Page 2

Confer with district administrators; implement, facilitate, direct and monitor programs and services.

Assist in the establishment of criteria and procedures designed to assess and evaluate the effectiveness of the program and services.

Assess needs of program; consult with associate agencies and recipients of service to improve program.

Prepare, administer, and coordinate budgets and expenditures for assigned project, program and/or services.

Recruit, screen, interview and recommend qualified staff; serve as resource for agency administration; provide information on conferences and workshops.

Monitor liaisons with other appropriate private or public agencies and organizations.

Confer with federal and state legislators; provide information and data; elicit legislative support.

Supervise educational program, staff and data collection staff; develop performance plans.

Negotiate contracts and agreements with private and public agencies; provide for consultation with and assistance to administrators.

Provide leadership in the interpretation and application of state and federal laws and regulations. As well as office policies and regulations.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

California Education Code, California Administrative Code and policies, rules and regulations of the office.

Principles, practices, methods, and techniques applicable to the specified project.

Principles and practices of technical supervision and training.

Effective methods of staff development.

Appropriate methods of training, program planning, group facilitation and instructional techniques.

Public and private funding sources, funding acquisition procedures and expenditure regulations.

LOS ANGELES COUNTY OFFICE OF EDUCATION
Coordinator - In - Charge
Page 3

Effective management and administrative techniques regarding planning, budgeting, program implementation and modification, purchasing and contract administration.

Program assessment, design, and evaluation procedures.

Ability to:

Plan, develop and participate in a comprehensive training and on-going service program in specified program.

Effectively plan, schedule, coordinate, and conduct workshops, seminars, conferences, and meetings.

Interpret and analyze current and proposed State and Federal legislation.

Plan and implement activities and procedures designed to ensure the completion of established goals and objectives.

Prepare informational packages and descriptive materials relating to specified program; distribute and explain program elements and services.

Develop, monitor and negotiate service contracts with outside professional and technical staff.

Identify program needs and alternatives; implement modifications and improvements as needed.

Assist in the administration of the program, including budget, personnel, purchasing, contract administration, and staff development.

Communicate effectively, orally and in writing.

Establish and maintain effective working relationships with a variety of individuals and groups.

EXPERIENCE AND EDUCATION

Any combination of education and experience that would be likely to provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five or more years of comprehensive, directly related and progressive experience including three years of administrative experience in the specified area.

LOS ANGELES COUNTY OFFICE OF EDUCATION
Coordinator - In - Charge
Page 4

Education:

Equivalent to a Master's degree in education or closely related field from an institution of higher learning accredited by one of the six regional accreditation associations as recognized by the Council on Post secondary Accreditation.

LICENSE OR CERTIFICATE

Possess and maintain a valid California Supervisory or Administrative credential.

CONTRACTOR'S BUDGET

EXHIBIT B1 (FY 2012-13)

EXHIBIT B2 (FY 2013-14)

EXHIBIT B3 (FY 2014-15)

Exhibit B
Contractor's Budgets

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LINE ITEM BUDGET

Exhibit B - Contractor's Budget
FY 12-13
Page 1 of 29

PROJECT NAME: GAIN JOB READINESS & CAREER PLANNING SERVICES - ORIENTATION

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON: Steve Yamarone

CONTRACT PERIOD: 7/01/12- 6/30/15

TELEPHONE NUMBER: (562) 522-8610

FISCAL YEAR: 2012 - 2013

ADMINISTRATIVE COSTS:

		Cost	
Salaries and Benefits for Administrative Staff:			
	Salaries (from Personnel Schedule)	(a) \$	79,631
	Fringe Benefits (from Personnel Schedule)	(b)	31,277
	Personnel Subtotal (line a+b)	(c) \$	110,908
ADMINISTRATIVE OPERATING COSTS			
	Monthly Cost		Yearly Cost
Office Supplies	\$ 272.67	\$	3,272
Non-Capitalized Equipment	166.67		2,000
Mileage	50.00		600
Maintenance - Equipment	41.67		500
Copier	41.67		500
Telephone	416.67		5,000
Travel/Conferences	83.33		1,000
Maintenance of Land & Building	83.33		1,000
Operations Services	146.92		1,763
Security Services	208.33		2,500
Rent/Lease - Land & Building	5,200.92		62,411
GPM (Accounting)	1,166.67		14,000
Operating Costs - Subtotal	\$ 7,878.85	(d) \$	94,546
	Percentage		Yearly Cost
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24% (e)	\$ 16,929
	Total Administrative Cost (The sum of line c,d,e)	(f)	\$ 222,383

DIRECT SERVICES COSTS:

		Cost	
Salaries and Benefits for Staff Providing Direct Services:			
	Salaries (from Personnel Schedule)	(g) \$	808,586
	Fringe Benefits (from Personnel Schedule)	(h)	358,610
	Personnel Subtotal (line g-h)	(i) \$	1,167,196
DIRECT SERVICES OPERATING COSTS			
	Monthly Cost		Yearly Cost
Instructional Materials	\$ 145.83	\$	1,750
Office Supplies	875.42		10,505
Mileage	366.67		4,400
Bulk Metered Postage	8.33		100
Reprographics	66.67		800
Copier	33.33		400
Incentives	5,833.33		70,000
Operating Costs - Subtotal	\$ 7,329.58	(j) \$	87,955
Sub-Contracted costs (from Direct Service Provider Budget)			
Subcontractor 1	_____		_____
Subcontractor 2	_____		_____
Subcontractor 3	_____		_____
Sub-Contract Costs - Subtotal		(k)	-
	Percentage		Yearly Cost
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24% (l)	\$ 103,424
	Total Direct Services Costs (line i,j,k,l)	(m)	\$ 1,358,575
Total Contract Cost (line f-m)		(n)	\$ 1,580,959

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

Exhibit B - Contractor's Budget
FY 12-13
Page 2 of 29

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/12- 6/30/13
 FISCAL YEAR: 2012 - 2013

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Classified Administrator*	3	9,480	23.3330%	6,635.91	\$ 79,631
	Site Manager	9	6,752	20.0000%	12,153.60	145,843
	Employment Coaches	9	5,997	100.0000%	53,973.00	647,676
	Support Services Staff	2	3,139	20.0000%	1,255.60	15,067
	<i>*Administrative Staff</i>					
Total Salaries:					74,018.11	\$ 888,217

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classified Administrator	Site Manager	Employment Coaches	Support Services Staff	(5)	TOTAL
Health Plan (3)	\$ 32,741.88	\$ 98,211.60	\$ 93,150.00	\$ 20,700.00		\$ 244,803
Dental Plan (Included in Health Plan)						
Retirement	48,552.34	104,775.00	93,461.36	11,252.50		258,041
SUI	5,495.24	11,740.90	10,427.84	1,212.80		28,877
Social Security and/or Medicare	26,110.84	55,787.60	49,548.46	5,762.60		137,210
Worker's Compensation	21,161.72	45,213.50	40,156.92	4,670.35		111,202
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 134,062.02	\$ 315,728.60	\$ 286,744.58	\$ 43,598.25		\$ 780,133
Total # of Positions by Classification	23.3330%	20.0000%	100.0000%	20.0000%		
Total Fringe Benefits (4):	\$ 31,276.67	\$ 63,145.72	\$ 286,744.58	\$ 8,719.65		\$ 389,887

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item		Narrative/Justification.
Instructional Materials	\$1,750	Provide additional instructional material for client and staff use including additional worksheets and activities. Cost is based on prior years' expenditures for this program.
Office Supplies	\$13,777	Funds are required to provide office supplies to staff at GAIN sites and for GAIN Orientation administration staff. Cost is based on prior years' expenditures for this program.
Non-Capitalized Equipment	\$2,000	Funds are required to purchase equipment required by contract staff in the region and at LACOE Headquarters. Purchases may include computers, printers, and fax machines. LACOE GAIN will follow all guidelines and requirements related to equipment purchases outlined in the contract.
Mileage	\$5,000	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.555 per mile. Amount includes mileage costs for staff located at GAIN sites and for GAIN Orientation administration staff. Cost is based on prior years' expenditure for this program.
Travel Conference	\$1,000	Funds are required to allow staff to attend workshops and conferences sponsored by the California Placement Association, California Workforce Association, and other workshops and professional development opportunities. Cost is based on prior years' expenditure for this program.
Maintenance Equipment	\$500	Funds are required to repair equipment such as computers, fax machines, or printers on an as-needed basis. Cost is based on prior years' expenditure for this program.
Reprographics	\$800	Funds are required for duplication of materials as needed by the LACOE Reprographics Units. Cost is based on prior years' expenditure for this program.
Telephone	\$5,000	Funds are required for telephone service for contract staff located at LACOE Headquarters and for cell phone usage by Site Managers. All phone bills are reviewed by management to ensure appropriate use of equipment. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$100	Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System on an as-needed basis. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item		Narrative/Justification.
Copier	\$900	Funds are required for copier expenses incurred by contract staff located at LACOE Headquarters. Cost is based on prior years' expenditure for this program.
Incentives	\$70,000	Funds are requested to provide gift certificates and other incentives to participants who complete Orientation. Three e-gift cards/vouchers will be provided at each Orientation session.
Building Operations	\$2,763	Funds are required for building maintenance expenses, operating services and operating supplies for contract staff located at LACOE Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Cost is based on prior years' expenditure for this program.
Security Services	\$2,500	Funds are required for security expenses for contract staff located at LACOE Headquarters. Cost is based on prior years' expenditure for this program.
Rent/Lease-Land & Building	\$82,411	Funds are required for rent expenses for warehouse space, a portion of site rents, and contract staff located at LACOE Headquarters. Cost is based on prior years' expenditure for this program.
GPM (Accounting)	\$14,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage. Amount estimated based on prior years' expenditures.
Indirect Cost	\$120,353	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Personnel Services, and Technet Support Services. The LACOE Indirect Rate for 2012-13 is 8.24%.

DIRECT SERVICE PROVIDER BUDGET

Exhibit B - Contractor's Budget
FY 12-13
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PROJECT NAME: GAIN ORIENTATION SERVICES PROGRAM

CONTRACTOR: L. A. County Office of Education CONTACT PERSON: Steve Yamarone
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 922-8610

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Not Applicable			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
Total Direct Services Cost				\$ -

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

LINE ITEM BUDGET

PROJECT NAME: GAIN JOB SERVICES PROGRAM
 CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve Yamasone
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 622-8910
 FISCAL YEAR: 2012 - 2015

ADMINISTRATIVE COSTS:

		Cost	
Salaries and Benefits for Administrative Staff:			
	Salaries (from Personnel Schedule)	(a)	\$ 425,456
	Fringe Benefits (from Personnel Schedule)	(b)	173,968
	Personnel Subtotal (line a+b)	(c)	\$ 599,424
ADMINISTRATIVE OPERATING COSTS			
	Monthly Cost		Yearly Cost
Office Supplies	833.33		\$ 10,000
Non-Capitalized Equipment	833.33		10,000
Mileage	250.00		3,000
Travel/Conferences	188.67		2,000
Maintenance - Equipment	83.33		1,000
Workshops	83.33		1,000
Copier	500.00		6,000
Micro Parts	88.67		100
Telephone	2,500.00		30,000
Insurance-Other	375.00		4,500
Contract Services - Other	5,251.58		63,019
Contract Services - Temporary Agency	418.67		5,000
Contract Services - Food	250.00		3,000
Maintenance of Land & Building	850.00		10,200
Operations Supplies	318.67		3,824
Utilities	2,318.50		27,798
Operations Services	1,256.00		15,096
Security Services	418.67		5,000
Staff Services	13,299.50		159,594
Rent/Lease - Land & Building	19,339.83		232,078
Records Management	1,696.25		20,355
GPM (Accounting)	2,819.67		33,836
Operating Costs - Subtotal	54,027.00	(d)	\$ 648,324
	Percentage		Yearly Cost
INDIRECT COSTS (not approved %)			
	Indirect Cost - Subtotal	8.24%	(e) \$ 102,652
	Total Administrative Cost (The sum of line c,d,e)	(f)	\$ 1,348,430

DIRECT SERVICES COSTS:

		Cost	
Salaries and Benefits for Staff Providing Direct Services:			
	Salaries (from Personnel Schedule)	(g)	\$ 6,584,032
	Fringe Benefits (from Personnel Schedule)	(h)	3,076,193
	Personnel Subtotal (line g+h)	(i)	\$ 9,660,225
DIRECT SERVICES OPERATING COSTS			
	Monthly Cost		Yearly Cost
Other Books	65.00		\$ 780
Instructional Materials	8,883.33		107,800
Office Supplies	8,257.33		99,088
Support Costs for Requested Classes	20,833.33		250,000
Non-Capitalized Equipment	6,698.67		80,000
Mileage	3,571.00		42,852
Telephone	6,818.67		81,800
Bulk Metered Postage	250.00		3,000
Travel/Conferences	841.67		10,000
Outside Conference Facilities	188.67		2,000
Rent/Lease Equipment	850.00		10,200
Maintenance - Equipment	250.00		3,000
Maintenance of Land & Building	2,438.92		29,231
Reprographics	1,512.50		18,150
Workshops	333.33		4,000
Outside Printing	333.33		4,000
Copier	3,937.50		47,250
Micro Parts	350.00		4,200
Operations Supplies	1,054.33		12,652
Utilities	6,282.83		75,354
Operations Services	7,487.83		89,854
Security Services	20,279.75		243,357
Rent/Lease - Land & Building	130,286.33		1,563,436
Operating Costs - Subtotal	231,556.32	(j)	\$ 2,778,664
Sub-Contracted costs (from Direct Services Provider Budget)			
Subcontractor 1 - Clothes The Deal	10,418.67		125,000
Subcontractor 2			
Subcontractor 3			
Sub-Contract Costs - Subtotal		(k)	\$ 125,000
	Percentage		Yearly Cost
INDIRECT COSTS (not approved %)			
	Indirect Cost - Subtotal	8.24%	(l) \$ 1,052,957
	Total Direct Services Costs (line i,j,k,l)	(m)	\$ 12,596,646
Total Contract Cost (line f+m)		(n)	\$ 14,917,276

Note:
 (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and provided by the percentage of use in serving specified target population.

PERSONNEL SCHEDULE (page 1 of 2)

Exhibit B - Contractor's Budget
FY 12-13
Page 9 of 29

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2012 - 6/30/2015
FISCAL YEAR: 2012 - 2013

CONTACT PERSON: Steve Yamarone
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Classified Administrator*	6	8,020.00	73.33334%	35,288.00	\$ 423,456
	Site Manager	11	6,699.00	71.81818%	52,922.10	635,065
	Employment Coaches	93**	4,803.00	100.00000%	446,679.00	5,360,148
	Support Services Staff	9***	4,082.00	91.11111%	33,472.40	401,669
	Clerical Limited Term				12,429.17	149,150
	Clerical Overtime				666.66	8,000
	*Administrative Staff					
Total Salaries:					581,457.33	\$ 6,977,488

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classified Administrator	Site Manager	Employment Coaches	Support Services Staff	Clerical Limited Term	(%)	TOTAL
Health Plan (3)	\$ 65,474.39	\$ 120,036.40	\$ 962,550.00	\$ 93,150.00			\$ 1,241,211
Dental Plan (Included in Health Plan)							
Retirement	82,516.93	127,059.89	780,820.93	64,770.15			1,055,168
SUI	9,297.42	14,234.13	86,289.29	7,097.90	\$ 2,401.32		119,320
Social Security and/or Medicare	44,177.16	67,634.23	410,008.14	33,726.08	11,409.98		566,955
Worker's Compensation	35,803.71	54,814.67	332,294.18	27,333.56	9,560.52		459,807
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Fringe Benefit Subtotal	\$ 237,269.61	\$ 383,779.32	\$ 2,571,962.54	\$ 226,077.69	\$ 23,371.82		\$ 3,442,461
% Time Allocation	73.33334%	71.81818%	100.00000%	91.11111%	100.00000%		
Total Fringe Benefits (4):	\$ 173,997.73	\$ 275,623.32	\$ 2,571,962.54	\$ 205,981.89	\$ 23,371.82		\$ 3,250,937

**10 additional Employment Coaches required to assist participants in various activities on computers such as video interviews, resumes, on-line applications, etc., in new Workforce Development Centers.

***1 additional Support Services Staff is a technology position to assist in supporting the many additional participant computers purchased in the last 2 years.

Footnotes:

- (1) Annual Year in Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefit Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE (page 2 of 2)

Exhibit B - Contractor's Budget
FY 12-13
Page 10 of 29

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015
 FISCAL YEAR: 2012 - 2013

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
					Total Salaries:	\$ -
						\$ -

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Clerical Overtime				(3)	TOTAL
Health Plan (3)						
Dental Plan (Included in Health Plan)						
Retirement						-
SUI	\$ 128.80					\$ 129
Social Security and/or Medicare	612.00					612
Worker's Compensation	512.80					513
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 1,253.60					\$ 1,254
% Time Allocation	100.00000%					
Total Fringe Benefits (4):	\$ 1,253.60					\$ 1,254

Footnotes:

- (1) Annual Year in Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item		Narrative/Justification.
Other Books	\$780	Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation. Cost is based on prior years' expenditure for this program.
Instructional Materials	\$107,800	Funds are required to provide instructional materials for client and staff use. Materials include the Job Preparation Guide, work-sheets, and activities that go along with this curriculum. Additional instructional materials that directly benefit the client may also be purchased.
Office Supplies	\$109,088	Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. Over 300 individual items are warehoused and inventoried for staff to service our clients. Cost is based on prior years' expenditure for this program. Latest increase due to supplies for additional staff to service additional classes/clients under the new model.
Non-capitalized Equipment	\$90,000	Please refer to EDP Schedule/Justification.
Mileage	\$45,852	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.555 per mile. Amount includes costs for staff based in all regions as well as GAIN Job Services administration. Cost is based on prior years' expenditure for this program.
Travel/Conference	\$8,500	Funds are required to allow staff to attend and present at conferences such as the annual CWA conference and other professional development opportunities. Cost is based on prior years' expenditure for this program.
Outside Conference Facilities	\$2,000	Funds are required to rent outside conference facilities on an as-needed basis when LACOE facilities are unavailable or unsuitable for conference needs. Cost is based on prior years' expenditure for this program.
Insurance-Other	\$4,500	Funds are required to cover auto insurance costs on GAIN vehicles required to make deliveries to support job club sites. Cost is based on prior years' expenditure for this program.
Rent/Lease-Equipment	\$10,560	Funds are required to lease a van and truck to make deliveries to sites. (Van \$330 per month/Truck \$550 per month)
Maintenance-Equipment	\$4,000	Funds are required to repair equipment such as computers, fax machines, or printers on an as-needed basis. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item		Narrative/Justification.
Reprographics	\$18,150	Funds are required for duplication of materials as needed by the LACOE Reprographics Units. Cost is based on prior years' expenditure for this program.
Telephone	\$111,800	Funds are required for telephone service at job club sites in all regions and telephone service for contract staff located at LACOE Headquarters. Site telephone costs include a "phone bank" at each site consisting of 5-10 phones for participants to call potential employers. This amount also includes cell phone costs for select managers. All phone bills are reviewed by management to ensure appropriate use of equipment. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$3,000	Funds are required to allow staff to mail letters, notices (6006s, 6007s), and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Workshops	\$5,000	Funds are required for staff to attend LACOE sponsored workshops including those sponsored by the LACOE Workforce and Organization Development. These cost-effective workshops provide opportunities for professional growth. Cost is based on prior years' expenditure for this program.
Outside Printing	\$4,000	Funds are required to print materials with an outside printing vendor when the LACOE Reprographics Unit cannot process the requested job. All jobs are coordinated and monitored by the LACOE Reprographics Supervisor. Cost is based on prior years' expenditure for this program.
Copier	\$53,250	Funds are required for copier expense incurred at all job club sites and at LACOE Headquarters. LACOE follows standard procurement bidding guidelines to contract with appropriate vendors. Cost is based on prior years' expenditure for this program.
Micro Parts	\$5,000	Funds are required to purchase computer parts to repair machines at job club sites and LACOE Headquarters. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item	Narrative/Justification.
Contract Services-Clothes the Deal	\$125,000 Funds are required for Clothes the Deal to facilitate the donation and collection of larger sized clothing for GAIN clients. CTD would establish clothing drives and work with large companies and retail stores targeting larger clothing. These funds would allow CTD to expand activities to increase number of items available for clients.
Contract Services-Translators/ Language Line	\$20,443 Funds would be utilized as needed to hire translators or contract with Language Line to serve NE-NS speaking clients. Language Line is only used when no translators are available.
Contract Services-Other	\$42,576 Funds are required to contract for services with organizations outside of LACOE. Contracts with outside agencies under consideration include E-Skills Computerized Competency Testing, InterviewStreaming.com for on-line practice interviews, and Workforce 2.0 for job development/placement coordination countywide.
Contract Services-Temporary Agency	\$5,000 Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available. Cost is based on prior years' expenditure for this program.
Contract Services-Food	\$3,000 Funds are required to contract for food services at events sponsored by LACOE GAIN or at the request of DPSS. Cost is based on prior years' expenditure for this program.
Support Costs for Requested Classes	\$250,000 Funds are requested to support and provide classes by public educational/training providers which will lead to employment at the conclusion of these classes. Classes would be coordinated by LACOE and these classes MUST be approved in advance by DPSS. Agencies would only be reimbursed for actual costs.
Building Operations	\$160,857 Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate. Cost is based on prior years' expenditure for this program.
Utilities	\$102,952 Funds are required to pay for utilities at all GAIN job club sites and at LACOE Headquarters. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item	Narrative/Justification.
Security Services	\$248,357 Funds are required for security services at all GAIN job club sites and LACOE Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure for this program. Funds required for increased officer hours as needed.
Staff Services	\$159,594 Funds are required for staff services performed by other LACOE divisions at GAIN job club sites in all regions and at LACOE Headquarters. Other divisions' personnel (including custodians at GAIN HQ in Downey, Facility Planners, etc.), perform services and actual documented salary costs are charged to this account.
Rent/Lease Building	\$1,795,514 Funds are required for rent/leases at GAIN job club sites and at LACOE Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, and Santa Clarita. Amount estimated on prior year's expenditure.
Records Management	\$23,979 Funds are required for storage of class rosters, participant folders, and other data as required by the contract. Amount estimated on prior years' expenditure.
FSSGC (Accounting)	\$31,436 Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage. Amount estimated based on prior years' expenditures.
Indirect Cost	\$1,134,809 Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Personnel Services, Employee Relations, and Technet Support Services. The new LACOE Indirect Rate for this program is 8.24%.

DIRECT SERVICE PROVIDER BUDGET

Exhibit B - Contractor's Budget
 FY 12-13
 Page 15 of 29

PROJECT NAME: GAIN JOB SERVICES PROGRAM

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON: Steve Yamarone

CONTRACT PERIOD: 7/01/2012 - 6/30/2015

TELEPHONE NUMBER: (562) 922-8810

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Not Applicable			
2				
3				
4				
5				
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14				
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16				
17				
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20				
21				
Total Direct Services Cost				

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

GAIN JOB SERVICES PROGRAM

Fiscal Year: 2012 - 2013

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

LACOE GAIN strives to provide high quality job readiness services to GAIN participants in
the most efficient and cost-effective way possible. Computers and printers are used by participants
to create high quality resumes and do internet job searches. Some computers will be used by LACOE
staff to create required reports. Digital video cameras, digital cameras, projectors, ink jet printers,
fax machines, and TV/DVD combos are used at all job club sites to teach participants job readiness
skills and assist them in finding employment.

Our goal is to provide up-to-date, working technology to all of our sites. The requested computers would
be used to replace broken, out-dated equipment. Similarly, the other equipment requested would mainly
be used as "replacement" equipment and would only be purchased on an as-needed basis.

Prepared by: Steve Yamarone
Phone No. 562-922-8610

Use additional sheets as needed.

LINE ITEM BUDGET

PROJECT NAME: REFUGEE EMPLOYMENT PROGRAM - CALWORKS

CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve Yamarone
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 522-8610
 FISCAL YEAR: 2012 - 2013

ADMINISTRATIVE COSTS:

		Cost	
<u>Salaries and Benefits for Administrative Staff:</u>			
	Salaries (from Personnel Schedule)	(a)	_____
	Fringe Benefits (from Personnel Schedule)	(b)	_____
	Personnel Subtotal (line a+b)	(c)	-
ADMINISTRATIVE OPERATING COSTS			
	Grants Project Management (Accounting)	Monthly Cost	Yearly Cost
		266.67	\$ 3,200
	Operating Costs - Subtotal	266.67 (d)	\$ 3,200
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24% (e)	\$ 264
	Total Administrative Cost (The sum of line c,d,e)	(f)	\$ 3,464

DIRECT SERVICES COSTS:

		Cost	
<u>Salaries and Benefits for Staff Providing Direct Services:</u>			
	Salaries (from Personnel Schedule)	(g)	\$ 113,625
	Fringe Benefits (from Personnel Schedule)	(h)	49,301
	Personnel Subtotal (line g-h)	(i)	\$ 162,926
DIRECT SERVICES OPERATING COSTS			
	Office and Other Supplies	Monthly Cost	Yearly Cost
	Mileage	167.83	\$ 2,014
	Telephone	335.75	4,029
	Operations Services	167.83	2,014
	Security Services	150.08	1,801
	Contract Services-Other	383.17	4,598
	Rent/Lease - Land & Building	3,143.25	37,719
		3,023.25	36,279
	Operating Costs - Subtotal	7,371.16 (j)	\$ 88,454
Sub-Contracted Costs (from Direct Service Provider Budget)			
	Subcontractor 1 - Clothes The Deal	_____	_____
	Subcontractor 2	_____	_____
	Subcontractor 3	_____	_____
	Sub-Contract Costs - Subtotal	(k)	-
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24% (l)	\$ 20,714
	Total Direct Services Costs (line i,j,k,l)	(m)	\$ 272,094
	Total Contract Cost (line f-m)	(n)	\$ 275,557

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2013
 FISCAL YEAR: 2012 - 2013

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (562) 922-8610

Exhibit B - Contractor's Budget
 FY 12-13
 Page 19 of 29

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Site Manager	1	6,580.00	39.500%	2,599.10	\$ 31,189
	Employment Coach	2	5,997.00	55.300%	6,632.68	79,592
	Clerical - Limited Term				237.00	2,844
Total Salaries:					9,468.78	\$ 113,625

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Site Manager	Employment Coach	Clerical-Limited Term		(5)	TOTAL
Health Plan (3)	\$ 10,912.41	\$ 20,700.00				\$ 31,612
Dental Plan (Included in Health Plan)						
Retirement	11,354.84	20,769.20				32,124
SUI	1,271.27	2,317.31	\$ 57.96			3,647
Social Security and/or Medicare	6,040.43	11,010.78	275.41			17,327
Worker's Compensation	4,895.52	8,923.76	230.76			14,050
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 34,474.47	\$ 63,721.05	\$ 564.13			\$ 98,760
% Time Allocation	39.500%	55.300%	79.000%			
Total Fringe Benefits (4):	\$ 13,617.42	\$ 35,237.74	\$ 445.66			\$ 49,301

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Career Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item	Narrative/Justification.	
Office and Other Supplies	\$2,014	Funds are required to provide office supplies to staff servicing REP clients throughout the county. Cost is estimated based on the projected number of clients.
Mileage	\$4,029	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program at the current IRS-approved rate (\$.555/mi presently) Cost is based on the projected number of personnel that will be traveling and the geographic location of those sites.
Telephone	\$2,014	Funds are required to provide cell phones to staff assigned to this program and the telephone service used by staff and participants at the job club sites. Staff will be traveling among sites to facilitate language-specific classes. All phone bills are reviewed by management to ensure appropriate use of equipment.
Contract Services-Other	\$37,719	Funds are required to contract for services with organizations outside of LACOE. Contracts with outside agencies would include Language Line and other translation services, temporary clerical services from an outside agency when LACOE services are not available. Also included are temporary personnel who possess required bilingual skills not immediately available. Cost is based on the projected number of clients.
Rent/Lease--Land & Building	\$ 36,279	Funds are required for the allocated costs for use of other job club sites for REP classes.
Operations Services	\$1,801	Funds will be used for direct documented/allocated support costs including custodial services and other costs at the job club sites used for REP classes.
Security Services	\$4,598	Funds will be used for security services at the job club sites used for REP classes.
Grants Project Management	\$3,200	Funds are required for LACOE Grants Project Management unit. This unit handles program accounting, invoicing and fiscal compliance. Funds are allocated based on actual program usage.
Indirect Cost	\$ 20,978	Indirect is charged at the applicable CDE-approved rate (8.24% for 2012-13).

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GAIN REFUGEE EMPLOYMENT PROGRAM - CALWORKS

CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve
 CONTRACT PERIOD: 7/1/2012 - 6/30/2015 TELEPHONE NUMBER: (562)

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE
1 <u>Not Applicable</u>		
2 _____		
3 _____		
4 _____		
5 _____		
6 _____		
7 _____		
8 _____		
9 _____		
10 _____		
11 _____		
12 _____		
13 _____		
14 _____		
15 _____		
16 _____		
17 _____		
18 _____		
19 _____		
20 _____		
21 _____		
Total Direct Services Cost		

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

LINE ITEM BUDGET

PROJECT NAME: REFUGEE EMPLOYMENT PROGRAM - NON-CALWORKS

CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve Yamarone

CONTRACT PERIOD: 7/01/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 522-8610

FISCAL YEAR: 2012 - 2013

ADMINISTRATIVE COSTS:

		Cost	
<u>Salaries and Benefits for Administrative Staff:</u>			
	Salaries (from Personnel Schedule)	(a)	_____
	Fringe Benefits (from Personnel Schedule)	(b)	_____
	Personnel Subtotal (line a+b)	(c)	\$ -
ADMINISTRATIVE OPERATING COSTS			
	Monthly Cost		Yearly Cost
	Grants Project Management (Accounting)	70.83	850
	Operating Costs - Subtotal	70.83 (d)	\$ 850
INDIRECT COSTS (List approved %)			
	Percentage		Yearly Cost
	Indirect Cost - Subtotal	8.24% (e)	\$ 70
	Total Administrative Cost (The sum of line c,d,e)	(f)	\$ 920

DIRECT SERVICES COSTS:

		Cost	
<u>Salaries and Benefits for Staff Providing Direct Services:</u>			
	Salaries (from Personnel Schedule)	(g)	\$ 30,205
	Fringe Benefits (from Personnel Schedule)	(h)	13,105
	Personnel Subtotal (line g-h)	(i)	\$ 43,310
DIRECT SERVICES OPERATING COSTS			
	Monthly Cost		Yearly Cost
	Office and Other Supplies	44.67	536
	Mileage	89.25	1,071
	Telephone	44.67	536
	Operations Services	39.92	479
	Security Services	101.83	1,222
	Contract Services-Other	835.50	10,025
	Rent/Lease - Land & Building	803.67	9,644
	Operating Costs - Subtotal	1,959.51 (j)	\$ 23,514
Sub-Contracted Costs (from Direct Service Provider Budget)			
	Subcontractor 1 - Clothes The Deal	_____	_____
	Subcontractor 2	_____	_____
	Subcontractor 3	_____	_____
	Sub-Contract Costs - Subtotal	(k)	\$ -
INDIRECT COSTS (List approved %)			
	Percentage		Yearly Cost
	Indirect Cost - Subtotal	8.24% (l)	\$ 5,506
	Total Direct Services Costs (line i,j,k,l)	(m)	\$ 72,330
	Total Contract Cost (line f-m)	(n)	\$ 73,250

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
- (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2013
 FISCAL YEAR: 2012 - 2013

Exhibit B - Contractor's Budget
 CONTACT PERSON: Steve Yamarone FY 12-13
 TELEPHONE NUMBER: (562) 922-8610 Page 25 of 29

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Site Manager	1	6,580.00	10.500%	690.90	8,291
	Employment Coach	2	5,997.00	14.700%	1,763.12	21,158
	Clerical - Limited Term				63.00	756
Total Salaries:					2,517.02	\$ 30,205

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Site Manager	Employment Coach	Clerical-Limited Term	(3)	TOTAL
Health Plan (3)	\$ 10,912.38	\$ 20,700.00			\$ 31,612
Dental Plan (Included in Health Plan)					
Retirement	11,354.86	20,769.18			32,124
SUI	1,271.24	2,317.28	\$ 57.95		3,647
Social Security and/or Medicare	6,040.48	11,010.75	275.38		17,327
Worker's Compensation	4,895.52	8,923.74	230.76		14,050
Long-Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 34,474.48	\$ 63,720.95	\$ 564.09		\$ 98,760
% Time Allocation	10.500%	14.700%	21.000%		
Total Fringe Benefits (4):	\$ 3,619.82	\$ 9,366.98	\$ 118.46		\$ 13,105

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Career Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item	Narrative/Justification.	
Office and Other Supplies	\$538	Funds are required to provide office supplies to staff servicing REP clients throughout the county. Cost is estimated based on the projected number of clients.
Mileage	\$1,071	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program at the current IRS-approved rate (\$.555/mi per mile). Cost is based on the projected number of personnel that will be traveling and the geographic location of those sites.
Telephone	\$538	Funds are required to provide cell phones to staff assigned to this program and the telephone service used by staff and clients at the job club sites. Staff will be traveling among sites to facilitate language-specific classes. All phone bills are reviewed by management to ensure appropriate use of equipment.
Contract Services-Other	\$10,028	Funds are required to contract for services with organizations outside of LACOE. Contracts with outside agencies would include Language Line and other translation services, temporary clerical services from an outside agency when LACOE services are not available. Also included are temporary personnel with required bilingual skills not immediately available. Cost is based on the projected number of clients.
Rent/Lease--Land & Building	\$ 9,644	Funds are required for the allocated costs for use of other sites for REP classes.
Operations Services	\$479	Funds will be used for direct documented/allocated support including custodial services and other costs at the job club sites used for REP classes.
Security Services	\$1,222	Funds will be used for security services at the job club sites used for REP classes.
Grants Project Management	\$850	Funds are required for LACOE Grants Project Manager. This unit handles program accounting, invoicing and fiscal management. Funds are allocated based on actual program usage.
Indirect Cost	\$ 5,576	Indirect is charged at the applicable CDE-approved rate (8.5% for 2012-13).

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GAIN REFUGEE EMPLOYMENT PROGRAM - NON-CALWORKS

CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve
 CONTRACT PERIOD: 7/1/2012 - 6/30/2015 TELEPHONE NUMBER: (562)

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE
1 <u>Not Applicable</u>	<u> </u>	<u> </u>
2 <u> </u>	<u> </u>	<u> </u>
3 <u> </u>	<u> </u>	<u> </u>
4 <u> </u>	<u> </u>	<u> </u>
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8 <u> </u>	<u> </u>	<u> </u>
9 <u> </u>	<u> </u>	<u> </u>
10 <u> </u>	<u> </u>	<u> </u>
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12 <u> </u>	<u> </u>	<u> </u>
13 <u> </u>	<u> </u>	<u> </u>
14 <u> </u>	<u> </u>	<u> </u>
15 <u> </u>	<u> </u>	<u> </u>
16 <u> </u>	<u> </u>	<u> </u>
17 <u> </u>	<u> </u>	<u> </u>
18 <u> </u>	<u> </u>	<u> </u>
19 <u> </u>	<u> </u>	<u> </u>
20 <u> </u>	<u> </u>	<u> </u>
21 <u> </u>	<u> </u>	<u> </u>
Total Direct Services Cost		

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

LINE ITEM BUDGET

Exhibit B - Contractor's Budget
FY 13-14
Page 1 of 29

PROJECT NAME: GAIN JOB READINESS & CAREER PLANNING SERVICES - ORIENTATION

CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve Yamarone
 CONTRACT PERIOD: 7/01/12- 6/30/15 TELEPHONE NUMBER: (562) 522-8610
 FISCAL YEAR: 2013 - 2014

ADMINISTRATIVE COSTS:

		Cost	
Salaries and Benefits for Administrative Staff:			
	Salaries (from Personnel Schedule)	(a) \$	80,824
	Fringe Benefits (from Personnel Schedule)	(b)	31,745
	Personnel Subtotal (line a+b)	(c) \$	112,570
ADMINISTRATIVE OPERATING COSTS			
	Monthly Cost		Yearly Cost
Office Supplies	\$ 272.67		\$ 3,272
Non-Capitalized Equipment	166.67		2,000
Mileage	50.00		600
Maintenance - Equipment	41.67		500
Copier	41.67		500
Telephone	416.67		5,000
Travel/Conferences	83.33		1,000
Maintenance of Land & Building	83.33		1,000
Operations Services	146.92		1,763
Security Services	208.33		2,500
Rent/Lease - Land & Building	5,200.92		62,411
GPM (Accounting)	1,166.67		14,000
Operating Costs - Subtotal	\$ 7,878.85	(d) \$	94,546
	Percentage		Yearly Cost
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24%	(e) \$ 17,066
	Total Administrative Cost (The sum of line c,d,e)	(f)	\$ 224,182

DIRECT SERVICES COSTS:

		Cost	
Salaries and Benefits for Staff Providing Direct Services:			
	Salaries (from Personnel Schedule)	(g) \$	820,714
	Fringe Benefits (from Personnel Schedule)	(h)	364,033
	Personnel Subtotal (line g-h)	(i) \$	1,184,747
DIRECT SERVICES OPERATING COSTS			
	Monthly Cost		Yearly Cost
Instructional Materials	\$ 145.83		\$ 1,750
Office Supplies	875.42		10,505
Mileage	366.67		4,400
Bulk Metered Postage	8.33		100
Reprographics	66.67		800
Copier	33.33		400
Incentives	5,833.33		70,000
Operating Costs - Subtotal	\$ 7,329.58	(j) \$	87,955
Sub-Contracted costs (from Direct Service Provider Budget)			
Subcontractor 1			
Subcontractor 2			
Subcontractor 3			
Sub-Contract Costs - Subtotal		(k)	-
	Percentage		Yearly Cost
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24%	(l) \$ 104,871
	Total Direct Services Costs (line i,j,k,l)	(m)	\$ 1,377,573
Total Contract Cost (line f-m)		(n)	\$ 1,601,755

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

Exhibit B - Contractor's Bu

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/12 - 6/30/15
 FISCAL YEAR: 2013 - 2014

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (562) 922-8610

FY 1
Page 2

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Classified Administrator*	3	9,622	23.3330%	6,735.30	\$ 80,824
	Site Manager	9	6,853	20.0000%	12,335.40	148,025
	Employment Coaches	9	6,087	100.0000%	54,783.00	657,398
	Support Services Staff	2	3,186	20.0000%	1,274.40	15,293
	*Administrative Staff					
Total Salaries:					75,128.10	\$ 901,538

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classified Administrator	Site Manager	Employment Coaches	Support Services staff	(3)	TOTAL
Health Plan (3)	\$ 33,233.05	\$ 99,684.90	\$ 94,590.00	\$ 21,020.00		\$ 248,528
Dental Plan (Included in Health Plan)						
Retirement	49,280.58	108,346.45	94,863.08	11,421.25		261,911
SUI	5,577.67	11,917.05	10,584.26	1,230.95		29,310
Social Security and/or Medicare	26,502.53	56,624.45	50,291.68	5,849.05		139,268
Worker's Compensation	21,479.17	45,891.70	40,759.27	4,740.40		112,870
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 136,073.00	\$ 320,464.55	\$ 291,088.29	\$ 44,261.65		\$ 791,887
Total # of Positions by Classification	23.3300%	20.0000%	100.0000%	20.0000%		
Total Fringe Benefits (4):	\$ 31,745.83	\$ 64,092.91	\$ 291,088.29	\$ 8,852.33		\$ 395,779

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Exhibit B - Contractor's Budget

Line Item	Narrative/Justification.	13-14
Instructional Materials	\$1,750	Provide additional instructional material for client and staff use including additional worksheets and activities. Cost is based on prior years' expenditures for this program. Page 3 of 29
Office Supplies	\$13,777	Funds are required to provide office supplies to staff at GAIN sites and for GAIN Orientation administration staff. Cost is based on prior years' expenditures for this program.
Non-Capitalized Equipment	\$2,000	Funds are required to purchase equipment required by contract staff in the region and at LACOE Headquarters. Purchases may include computers, printers, and fax machines. LACOE GAIN will follow all guidelines and requirements related to equipment purchases outlined in the contract.
Mileage	\$5,000	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.555 per mile. Amount includes mileage costs for staff located at GAIN sites and for GAIN Orientation administration staff. Cost is based on prior years' expenditure for this program.
Travel Conference	\$1,000	Funds are required to allow staff to attend workshops and conferences sponsored by the California Placement Association, California Workforce Association, and other workshops and professional development opportunities. Cost is based on prior years' expenditure for this program.
Maintenance Equipment	\$500	Funds are required to repair equipment such as computers, fax machines, or printers on an as-needed basis. Cost is based on prior years' expenditure for this program.
Reprographics	\$800	Funds are required for duplication of materials as needed by the LACOE Reprographics Units. Cost is based on prior years' expenditure for this program.
Telephone	\$5,000	Funds are required for telephone service for contract staff located at LACOE Headquarters and for cell phone usage by Site Managers. All phone bills are reviewed by management to ensure appropriate use of equipment. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$100	Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System on an as-needed basis. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Exhibit B - Contractor's Budget

Line Item	Narrative/Justification.	13-14
Copier	\$900	Funds are required for copier expenses incurred by contract staff located at LACOE Headquarters. Cost is based on prior years' expenditure for this program.
Incentives	\$70,000	Funds are requested to provide gift certificates and other incentives to participants who complete Orientation. Three e-gift cards/vouchers will be provided at each Orientation session.
Building Operations	\$2,763	Funds are required for building maintenance expenses, operating services and operating supplies for contract staff located at LACOE Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Cost is based on prior years' expenditure for this program.
Security Services	\$2,500	Funds are required for security expenses for contract staff located at LACOE Headquarters. Cost is based on prior years' expenditure for this program.
Rent/Lease-Land & Building	\$62,411	Funds are required for rent expenses for warehouse space, a portion of site rents, and contract staff located at LACOE Headquarters. Cost is based on prior years' expenditure for this program.
GPM (Accounting)	\$14,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage. Amount estimated based on prior years' expenditures.
Indirect Cost	\$121,937	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Personnel Services, and Technet Support Services. The LACOE Indirect Rate for 2012-13 is 8.24%.

DIRECT SERVICE PROVIDER BUDGET

Exhibit B - Contractor's Budget
 FY 12
 Page 5 of 6

PROJECT NAME: GAIN ORIENTATION SERVICES PROGRAM

CONTRACTOR: L. A. County Office of Education CONTACT PERSON: Steve Yamarone
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 922-8610

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Not Applicable			
2				
3				
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21				
Total Direct Services Cost				\$ -

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

LINE ITEM BUDGET

PROJECT NAME: GAIN JOB SERVICES PROGRAM

CONTRACTOR: L.A. County Office of Education
 CONTRACT PERIOD: 7/01/2015 - 6/30/2016
 FISCAL YEAR: 2015 - 2016

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (902) 923-8910

ADMINISTRATIVE COSTS:

		Cost	
Salaries and Benefits for Administrative Staff:			
	Salaries (see Personnel Schedule)	(a)	\$ 420,845
	Fringe Benefits (see Personnel Schedule)	(b)	175,828
	Personnel Subtotal (line a+b)	(c)	\$ 596,673
ADMINISTRATIVE OPERATING COSTS			
	Monthly Cost		Yearly Cost
Office Supplies	833.33		\$ 10,000
Non-Capitalized Equipment	833.33		10,000
Mileage	250.00		3,000
Travel/Conferences	188.67		2,000
Maintenance - Equipment	83.33		1,000
Workshops	83.33		1,000
Copier	500.00		6,000
Micro Parts	88.67		800
Telephone	2,500.00		30,000
Insurance-Other	375.00		4,500
Contract Services - Other	5,251.58		63,019
Contract Services - Temporary Agency	4,116.67		5,000
Contract Services - Food	250.00		3,000
Maintenance of Land & Building	850.00		10,200
Operations Supplies	318.67		3,824
Utilities	2,318.50		27,756
Operations Services	1,258.00		15,096
Security Services	416.67		5,000
Staff Services	13,239.50		159,534
Rent/Lease - Land & Building	19,339.83		232,078
Records Management	1,888.25		22,659
OPM (Accounting)	2,619.67		31,438
Operating Costs - Subtotal	54,027.00	(d)	\$ 648,324
	Percentage		Yearly Cost
INDIRECT COSTS (per approved %)	Indirect Cost - Subtotal	8.24%	(e) \$ 105,394
Total Administrative Cost (The sum of line c,d,e)		(f)	\$ 1,358,171

DIRECT SERVICES COSTS:

		Cost	
Salaries and Benefits for Staff Providing Direct Services:			
	Salaries (see Personnel Schedule)	(g)	\$ 8,849,588
	Fringe Benefits (see Personnel Schedule)	(h)	3,124,475
	Personnel Subtotal (line g+h)	(i)	\$ 11,974,063
DIRECT SERVICES OPERATING COSTS			
	Monthly Cost		Yearly Cost
Other Books	85.00		\$ 750
Instructional Materials	5,283.33		107,500
Office Supplies	833.33		10,000
Support Costs for Requested Classes	20,833.33		250,000
Non-Capitalized Equipment	8,888.67		106,664
Mileage	3,571.00		42,852
Telephone	8,816.67		105,800
Sub Metered Postage	250.00		3,000
Travel/Conferences	341.67		4,100
Outside Conference Facilities	188.67		2,000
Rent/Lease Equipment	850.00		10,200
Maintenance - Equipment	250.00		3,000
Maintenance of Land & Building	2,438.92		29,251
Reprographics	1,512.50		18,150
Workshops	333.33		4,000
Outside Printing	333.33		4,000
Copier	3,837.50		46,050
Micro Parts	350.00		4,200
Operations Supplies	1,054.33		12,652
Utilities	8,382.83		100,594
Operations Services	7,487.83		89,854
Security Services	20,279.75		243,357
Rent/Lease - Land & Building	130,286.33		1,563,438
Operating Costs - Subtotal	221,555.32	(j)	\$ 2,778,864
Sub-Contracted costs (from Direct Service Provider Budget)			
Subcontractor 1 - Clifton The Deal	10,416.67		125,000
Subcontractor 2			
Subcontractor 3			
Sub-Contract Costs - Subtotal		(k)	\$ 125,000
	Percentage		Yearly Cost
INDIRECT COSTS (per approved %)	Indirect Cost - Subtotal	8.24%	(l) \$ 1,044,688
Total Direct Services Costs (line i,j,k,l)		(m)	\$ 15,722,673
Total Contract Cost (line f+m)		(n)	\$ 15,000,843

Note:
 (f) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (n) All costs must be reasonable and justified by the percentage of costs in serving specified target population.

PERSONNEL SCHEDULE (page 1 of 2)

Exhibit B - Contractor's Budget
FY 13-14
Page 9 of 29

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015
 FISCAL YEAR: 2013 - 2014

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Classified Administrator*	6	8,141.00	73.33334%	35,820.40	\$ 429,845
	Site Manager	11	6,799.00	71.81818%	53,712.10	644,545
	Employment Coaches	93	4,875.00	100.00000%	453,375.00	5,440,500
	Support Services Staff	9	4,143.00	91.11111%	33,972.60	407,671
	Clerical Limited Term				12,429.17	149,150
	Clerical Overtime				666.66	8,000
	*Administrative Staff					
Total Salaries:					589,975.93	\$ 7,079,711

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classified Administrator	Site Manager	Employment Coaches	Support services staff	Clerical Limited Term	(%)	TOTAL
Health Plan (3)	\$ 66,456.59	\$ 121,837.10	\$ 977,430.00	\$ 94,590.00			\$ 1,260,314
Dental Plan (Included in Health Plan)							
Retirement	83,754.54	128,965.55	792,531.15	65,741.49			1,070,993
SUI	9,436.88	14,447.64	87,583.63	7,204.38	\$ 2,401.32		121,074
Social Security and/or Medicare	44,839.82	68,648.75	416,158.26	34,231.98	11,409.98		575,288
Worker's Compensation	36,340.77	55,836.89	337,278.59	27,743.56	9,580.52		466,560
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Fringe Benefit Subtotal	\$ 240,828.60	\$ 389,535.93	\$ 2,610,981.63	\$ 229,511.41	\$ 23,371.82		\$ 3,494,229
% Time Allocation	73.33334%	71.81818%	100.00000%	91.11111%	100.00000%		
Total Fringe Benefits (4):	\$ 176,607.66	\$ 279,757.62	\$ 2,610,981.63	\$ 209,110.39	\$ 23,371.82		\$ 3,299,829

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE (page 2 of 2)

Exhibit B - Contractor's Budget
FY 13-14
Page 10 of 29

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015
 FISCAL YEAR: 2013 - 2014

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Total Salaries:						\$ -

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Clerical Overtime				(%)	TOTAL
Health Plan (3)						
Dental Plan (Included in Health Plan)						
Retirement						
SUI	\$ 128.80					\$ 129
Social Security and/or Medicare	612.00					612
Worker's Compensation	512.80					513
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 1,253.60					\$ 1,254
% Time Allocation	100.00000%					
Total Fringe Benefits (4):	\$ 1,253.60					\$ 1,254

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item		Narrative/Justification.
Other Books	\$780	Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation. Cost is based on prior years' expenditure for this program.
Instructional Materials	\$107,800	Funds are required to provide instructional materials for client and staff use. Materials include the Job Preparation Guide, work-sheets, and activities that go along with this curriculum. Additional instructional materials that directly benefit the client may also be purchased.
Office Supplies	\$109,088	Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. Over 300 individual items are warehoused and inventoried for staff to service our clients. Cost is based on prior years' expenditure for this program. Latest increase due to supplies for additional staff to service additional classes/clients under the new model.
Non-capitalized Equipment	\$90,000	Please refer to EDP Schedule/Justification.
Mileage	\$45,852	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.555 per mile. Amount includes costs for staff based in all regions as well as GAIN Job Services administration. Cost is based on prior years' expenditure for this program.
Travel/Conference	\$8,500	Funds are required to allow staff to attend and present at conferences such as the annual CWA conference and other professional development opportunities. Cost is based on prior years' expenditure for this program.
Outside Conference Facilities	\$2,000	Funds are required to rent outside conference facilities on an as-needed basis when LACOE facilities are unavailable or unsuitable for conference needs. Cost is based on prior years' expenditure for this program.
Insurance-Other	\$4,500	Funds are required to cover auto insurance costs on GAIN vehicles required to make deliveries to support job club sites. Cost is based on prior years' expenditure for this program.
Rent/Lease-Equipment	\$10,560	Funds are required to lease a van and truck to make deliveries to sites. (Van \$330 per month/Truck \$550 per month)
Maintenance-Equipment	\$4,000	Funds are required to repair equipment such as computers, fax machines, or printers on an as-needed basis. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item		Narrative/Justification.
Reprographics	\$18,150	Funds are required for duplication of materials as needed by the LACOE Reprographics Units. Cost is based on prior years' expenditure for this program.
Telephone	\$111,800	Funds are required for telephone service at job club sites in all regions and telephone service for contract staff located at LACOE Headquarters. Site telephone costs include a "phone bank" at each site consisting of 5-10 phones for participants to call potential employers. This amount also includes cell phone costs for select managers. All phone bills are reviewed by management to ensure appropriate use of equipment. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$3,000	Funds are required to allow staff to mail letters, notices (6006s, 6007s), and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Workshops	\$5,000	Funds are required for staff to attend LACOE sponsored workshops including those sponsored by the LACOE Workforce and Organization Development. These cost-effective workshops provide opportunities for professional growth. Cost is based on prior years' expenditure for this program.
Outside Printing	\$4,000	Funds are required to print materials with an outside printing vendor when the LACOE Reprographics Unit cannot process the requested job. All jobs are coordinated and monitored by the LACOE Reprographics Supervisor. Cost is based on prior years' expenditure for this program.
Copier	\$53,250	Funds are required for copier expense incurred at all job club sites and at LACOE Headquarters. LACOE follows standard procurement bidding guidelines to contract with appropriate vendors. Cost is based on prior years' expenditure for this program.
Micro Parts	\$5,000	Funds are required to purchase computer parts to repair machines at job club sites and LACOE Headquarters. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item		Narrative/Justification.
Contract Services-Clothes the Deal	\$125,000	Funds are required for Clothes the Deal to facilitate the donation and collection of larger sized clothing for GAIN clients. CTD would establish clothing drives and work with large companies and retail stores targeting larger clothing. These funds would allow CTD to expand activities to increase number of items available for clients.
Contract Services-Translators/ Language Line	\$20,443	Funds would be utilized as needed to hire translators or contract with Language Line to serve NE-NS speaking clients. Language Line is only used when no translators are available.
Contract Services-Other	\$42,576	Funds are required to contract for services with organizations outside of LACOE. Contracts with outside agencies under consideration include E-Skills Computerized Competency Testing, InterviewStreaming.com for on-line practice interviews, and Workforce 2.0 for job development/placement coordination countywide.
Contract Services-Temporary Agency	\$5,000	Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available. Cost is based on prior years' expenditure for this program.
Contract Services-Food	\$3,000	Funds are required to contract for food services at events sponsored by LACOE GAIN or at the request of DPSS. Cost is based on prior years' expenditure for this program.
Support Costs for Requested Classes	\$250,000	Funds are requested to support and provide classes by public educational/training providers which will lead to employment at the conclusion of these classes. Classes would be coordinated by LACOE and these classes MUST be approved in advance by DPSS. Agencies would only be reimbursed for actual costs.
Building Operations	\$160,857	Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate. Cost is based on prior years' expenditure for this program.
Utilities	\$102,952	Funds are required to pay for utilities at all GAIN job club sites and at LACOE Headquarters. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item		Narrative/Justification.
Security Services	\$248,357	Funds are required for security services at all GAIN job club sites and LACOE Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure for this program. Funds required for increased officer hours as needed.
Staff Services	\$159,594	Funds are required for staff services performed by other LACOE divisions at GAIN job club sites in all regions and at LACOE Headquarters. Other divisions' personnel (including custodians at GAIN HQ in Downey, Facility Planners, etc.), perform services and actual documented salary costs are charged to this account.
Rent/Lease Building	\$1,795,514	Funds are required for rent/leases at GAIN job club sites and at LACOE Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, and Santa Clarita. Amount estimated on prior year's expenditure.
Records Management	\$23,979	Funds are required for storage of class rosters, participant folders, and other data as required by the contract. Amount estimated on prior years' expenditure.
FSSGC (Accounting)	\$31,436	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage. Amount estimated based on prior years' expenditures.
Indirect Cost	\$1,148,062	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Personnel Services, Employee Relations, and Technet Support Services. The current (2012-13) LACOE Indirect Rate for this program is 8.24%.

DIRECT SERVICE PROVIDER BUDGET

Exhibit B - Contractor's Budget
 FY 13-14
 Page 16 of 29

PROJECT NAME: GAIN JOB SERVICES PROGRAM

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON: Steve Yamarone

CONTRACT PERIOD: 7/01/2012 - 6/30/2015

TELEPHONE NUMBER: (562) 922-8810

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Not Applicable			
2				
3				
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Total Direct Services Cost				

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

GAIN JOB SERVICES PROGRAM

Fiscal Year: 2013 - 2014

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

LACOE GAIN strives to provide high quality job readiness services to GAIN participants in
the most efficient and cost-effective way possible. Computers and printers are used by participants
to create high quality resumes and do internet job searches. Some computers will be used by LACOE
staff to create required reports. Digital video cameras, digital cameras, projectors, ink jet printers,
fax machines, and TV/DVD combos are used at all job club sites to teach participants job readiness
skills and assist them in finding employment.

Our goal is to provide up-to-date, working technology to all of our sites. The requested computers would
be used to replace broken, out-dated equipment. Similarly, the other equipment requested would mainly
be used as "replacement" equipment and would only be purchased on an as-needed basis.

Prepared by: Steve Yamarone
Phone No. 562-922-8610

Use additional sheets as needed.

LINE ITEM BUDGET

PROJECT NAME: REFUGEE EMPLOYMENT PROGRAM - CALWORKS
 CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve Yamarone
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 522-8610
 FISCAL YEAR: 2013 - 2014

ADMINISTRATIVE COSTS:

		Cost	
<u>Salaries and Benefits for Administrative Staff:</u>			
	Salaries (from Personnel Schedule)	(a)	_____
	Fringe Benefits (from Personnel Schedule)	(b)	_____
	Personnel Subtotal (line a+b)	(c)	-
ADMINISTRATIVE OPERATING COSTS			
	Grants Project Management (Accounting)	Monthly Cost	Yearly Cost
		266.67	\$ 3,200
	Operating Costs - Subtotal	266.67 (d)	\$ 3,200
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24% (e)	\$ 264
	Total Administrative Cost (The sum of line c,d,e)	(f)	\$ 3,464

DIRECT SERVICES COSTS:

		Cost	
<u>Salaries and Benefits for Staff Providing Direct Services:</u>			
	Salaries (from Personnel Schedule)	(g)	\$ 115,289
	Fringe Benefits (from Personnel Schedule)	(h)	50,039
	Personnel Subtotal (line g-h)	(i)	\$ 165,328
DIRECT SERVICES OPERATING COSTS			
	Office and Other Supplies	Monthly Cost	Yearly Cost
	Mileage	167.83	\$ 2,014
	Telephone	335.75	4,029
	Operations Services	167.83	2,014
	Security Services	150.08	1,801
	Contract Services-Other	383.17	4,598
	Rent/Lease - Land & Building	3,143.25	37,719
		3,023.25	36,279
	Operating Costs - Subtotal	7,371.16 (j)	\$ 88,454
Sub-Contracted Costs (from Direct Service Provider Budget)			
	Subcontractor 1 - Clothes The Deal	_____	_____
	Subcontractor 2	_____	_____
	Subcontractor 3	_____	_____
	Sub-Contract Costs - Subtotal	(k)	-
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24% (l)	\$ 20,912
	Total Direct Services Costs (line i,j,k,l)	(m)	\$ 274,694
	Total Contract Cost (line f-m)	(n)	\$ 278,157

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
- (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

Exhibit B - Contractor's Budget

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015
 FISCAL YEAR: 2013 - 2014

CONTACT PERSON: Steve Yamarone FY 13-14
 TELEPHONE NUMBER: (562) 922-8610 Page 19 of 29

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Site Manager	1	6,679.00	39.500%	2,638.21	\$ 31,658
	Employment Coach	2	6,087.00	55.300%	6,732.22	80,787
	Clerical - Limited Term				237.00	2,844
Total Salaries:					9,607.43	\$ 115,289

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Site Manager	Employment Coach	Clerical-Limited Term	(5)	TOTAL
Health Plan (3)	\$ 11,076.10	\$ 21,020.00			\$ 32,096
Dental Plan (Included in Health Plan)					
Retirement	11,525.11	21,080.69			32,606
SUI	1,290.33	2,352.06	\$ 57.96		3,700
Social Security and/or Medicare	6,131.06	11,175.93	275.41		17,583
Worker's Compensation	4,968.96	9,057.61	230.76		14,257
Long-Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 34,991.56	\$ 64,686.29	\$ 564.13		\$ 100,242
% Time Allocation	39.500%	55.300%	79.000%		
Total Fringe Benefits (4):	\$ 13,821.67	\$ 35,771.52	\$ 445.66		\$ 50,039

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Career Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item		Narrative/Justification.
Office and Other Supplies	\$2,014	Funds are required to provide office supplies to staff servicing REP clients throughout the county. Cost is estimated based on the projected number of clients.
Mileage	\$4,029	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program at the current IRS-approved rate (\$.555/mi per mile). Cost is based on the projected number of personnel that will be traveling and the geographic location of those sites.
Telephone	\$2,014	Funds are required to provide cell phones to staff assigned to this program and the telephone service used by staff and parents at the job club sites. Staff will be traveling among sites to facilitate language-specific classes. All phone bills are reviewed by management to ensure appropriate use of equipment.
Contract Services-Other	\$37,719	Funds are required to contract for services with organizations outside of LACOE. Contracts with outside agencies would include Language Line and other translation services, temporary clerical services from an outside agency when LACOE services are not available. Also included are temporary personnel with required bilingual skills not immediately available. Cost is based on the projected number of clients.
Rent/Lease--Land & Building	\$ 36,279	Funds are required for the allocated costs for use of other sites for REP classes.
Operations Services	\$1,801	Funds will be used for direct documented/allocated support including custodial services and other costs at the job club sites used for REP classes.
Security Services	\$4,598	Funds will be used for security services at the job club sites used for REP classes.
Grants Project Management	\$3,200	Funds are required for LACOE Grants Project Manager. This unit handles program accounting, invoicing and fiscal management. Funds are allocated based on actual program usage.
Indirect Cost	\$ 21,176	Indirect is charged at the applicable CDE-approved rate (8.5% 2012-13).

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GAIN REFUGEE EMPLOYMENT PROGRAM - CALWORKS

CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve
 CONTRACT PERIOD: 7/1/2012 - 6/30/2015 TELEPHONE NUMBER: (562)

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE
1 <u>Not Applicable</u>		
2 _____		
3 _____		
4 _____		
5 _____		
6 _____		
7 _____		
8 _____		
9 _____		
10 _____		
11 _____		
12 _____		
13 _____		
14 _____		
15 _____		
16 _____		
17 _____		
18 _____		
19 _____		
20 _____		
21 _____		
Total Direct Services Cost		

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

LINE ITEM BUDGET

PROJECT NAME: REFUGEE EMPLOYMENT PROGRAM - NON-CALWORKS
 CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve Yamarone
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 522-8610
 FISCAL YEAR: 2013 - 2014

ADMINISTRATIVE COSTS:

		Cost	
<u>Salaries and Benefits for Administrative Staff:</u>			
	Salaries (from Personnel Schedule)	(a)	_____
	Fringe Benefits (from Personnel Schedule)	(b)	_____
	Personnel Subtotal (line a+b)	(c)	\$ -
ADMINISTRATIVE OPERATING COSTS			
	Monthly Cost		Yearly Cost
	Grants Project Management (Accounting)	70.83	850
	Operating Costs - Subtotal	70.83 (d)	\$ 850
INDIRECT COSTS (List approved %)			
	Percentage		Yearly Cost
	Indirect Cost - Subtotal	8.24% (e)	\$ 70
	Total Administrative Cost (The sum of line c,d,e)	(f)	\$ 920

DIRECT SERVICES COSTS:

		Cost	
<u>Salaries and Benefits for Staff Providing Direct Services:</u>			
	Salaries (from Personnel Schedule)	(g)	\$ 30,646
	Fringe Benefits (from Personnel Schedule)	(h)	13,301
	Personnel Subtotal (line g-h)	(i)	\$ 43,947
DIRECT SERVICES OPERATING COSTS			
	Monthly Cost		Yearly Cost
	Office and Other Supplies	44.67	536
	Mileage	89.25	1,071
	Telephone	44.67	536
	Operations Services	39.92	479
	Security Services	101.83	1,222
	Contract Services-Other	835.50	10,026
	Rent/Lease - Land & Building	803.67	9,644
	Operating Costs - Subtotal	1,959.51 (j)	\$ 23,514
Sub-Contracted Costs (from Direct Service Provider Budget)			
	Subcontractor 1 - Clothes The Deal	_____	_____
	Subcontractor 2	_____	_____
	Subcontractor 3	_____	_____
	Sub-Contract Costs - Subtotal	(k)	\$ -
INDIRECT COSTS (List approved %)			
	Percentage		Yearly Cost
	Indirect Cost - Subtotal	8.24% (l)	\$ 5,559
	Total Direct Services Costs (line i,j,k,l)	(m)	\$ 73,020
	Total Contract Cost (line f-m)	(n)	\$ 73,940

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
- (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

Exhibit B - Contractor's Budget

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015
 FISCAL YEAR: 2013 - 2014

CONTACT PERSON: Steve Yamarone FY 13-14
 TELEPHONE NUMBER: (562) 922-8610 Page 25 of 29

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Site Manager	1	6,678.70	10.500%	701.26	8,415
	Employment Coach	2	6,087.00	14.700%	1,789.58	21,475
	Clerical - Limited Term				63.00	756
Total Salaries:					2,553.84	\$ 30,646

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Site Manager	Employment Coach	Clerical-Limited Term	(4)	TOTAL
Health Plan (3)	\$ 11,076.10	\$ 21,020.00			\$ 32,096
Dental Plan (Included in Health Plan)					
Retirement	11,525.14	21,080.75			32,606
SUI	1,290.29	2,352.04	\$ 57.95		3,700
Social Security and/or Medicare	6,131.05	11,175.92	275.38		17,582
Worker's Compensation	4,068.95	9,057.62	230.76		14,258
Long-Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 34,091.53	\$ 64,686.33	\$ 564.09		\$ 100,242
% Time Allocation	10.500%	14.700%	21.000%		
Total Fringe Benefits (4):	\$ 3,674.11	\$ 9,508.89	\$ 118.46		\$ 13,301

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Career Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item	Narrative/Justification.	
Office and Other Supplies	\$536	Funds are required to provide office supplies to staff servicing REP clients throughout the county. Cost is estimated based on the projected number of clients.
Mileage	\$1,071	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program at the current IRS-approved rate (\$.555/mi per mile). Cost is based on the projected number of personnel that will be traveling and the geographic location of those sites.
Telephone	\$536	Funds are required to provide cell phones to staff assigned to this program and the telephone service used by staff and parents at the job club sites. Staff will be traveling among sites to facilitate language-specific classes. All phone bills are reviewed by management to ensure appropriate use of equipment.
Contract Services-Other	\$10,026	Funds are required to contract for services with organizations outside of LACOE. Contracts with outside agencies would include Language Line and other translation services, temporary clerical services from an outside agency when LACOE services are not available. Also included are temporary personnel who are required to have bilingual skills not immediately available. Cost is based on the projected number of clients.
Rent/Lease--Land & Building	\$ 9,644	Funds are required for the allocated costs for use of other sites for REP classes.
Operations Services	\$479	Funds will be used for direct documented/allocated support including custodial services and other costs at the job club used for REP classes.
Security Services	\$1,222	Funds will be used for security services at the job club sites used for REP classes.
Grants Project Management	\$850	Funds are required for LACOE Grants Project Management. This unit handles program accounting, invoicing and fiscal management. Funds are allocated based on actual program usage.
Indirect Cost	\$ 5,629	Indirect is charged at the applicable CDE-approved rate (8.5% for 2012-13).

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GAIN REFUGEE EMPLOYMENT PROGRAM - NON-CALWORKS

CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve
 CONTRACT PERIOD: 7/1/2012 - 6/30/2015 TELEPHONE NUMBER: (562)

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE
1 <u>Not Applicable</u>		
2 _____		
3 _____		
4 _____		
5 _____		
6 _____		
7 _____		
8 _____		
9 _____		
10 _____		
11 _____		
12 _____		
13 _____		
14 _____		
15 _____		
16 _____		
17 _____		
18 _____		
19 _____		
20 _____		
21 _____		
Total Direct Services Cost		

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

LINE ITEM BUDGET

Exhibit B - Contractor's Budget
FY 14-15
Page 1 of 29

PROJECT NAME: GAIN JOB READINESS & CAREER PLANNING SERVICES - ORIENTATION

CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve Yamarone

CONTRACT PERIOD: 7/01/12- 6/30/15 TELEPHONE NUMBER: (562) 522-8610

FISCAL YEAR: 2014 - 2015

ADMINISTRATIVE COSTS:

		Cost	
Salaries and Benefits for Administrative Staff:			
	Salaries (from Personnel Schedule)	(a)	\$ 82,033
	Fringe Benefits (from Personnel Schedule)	(b)	32,222
	Personnel Subtotal (line a+b)	(c)	\$ 114,255
ADMINISTRATIVE OPERATING COSTS			
	Monthly Cost		Yearly Cost
Office Supplies	\$ 272.67		\$ 3,272
Non-Capitalized Equipment	166.67		2,000
Mileage	50.00		600
Maintenance - Equipment	41.67		500
Copier	41.67		500
Telephone	416.67		5,000
Travel/Conferences	83.33		1,000
Maintenance of Land & Building	83.33		1,000
Operations Services	146.92		1,763
Security Services	208.33		2,500
Rent/Lease - Land & Building	5,200.92		62,411
GPM (Accounting)	1,166.67		14,000
Operating Costs - Subtotal	\$ 7,878.85	(d)	\$ 94,546
	Percentage		Yearly Cost
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24%	(e) \$ 17,205
	Total Administrative Cost (The sum of line c,d,e)	(f)	\$ 226,006

DIRECT SERVICES COSTS:

		Cost	
Salaries and Benefits for Staff Providing Direct Services:			
	Salaries (from Personnel Schedule)	(g)	\$ 832,997
	Fringe Benefits (from Personnel Schedule)	(h)	369,516
	Personnel Subtotal (line g-h)	(i)	\$ 1,202,513
DIRECT SERVICES OPERATING COSTS			
	Monthly Cost		Yearly Cost
Instructional Materials	\$ 145.83		\$ 1,750
Office Supplies	875.42		10,505
Mileage	366.67		4,400
Bulk Metered Postage	8.33		100
Reprographics	66.67		800
Copier	33.33		400
Incentives	5,833.33		70,000
Operating Costs - Subtotal	\$ 7,329.58	(j)	\$ 87,955
Sub-Contracted costs (from Direct Service Provider Budget)			
Subcontractor 1	_____		_____
Subcontractor 2	_____		_____
Subcontractor 3	_____		_____
Sub-Contract Costs - Subtotal		(k)	-
	Percentage		Yearly Cost
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24%	(l) \$ 106,335
	Total Direct Services Costs (line i,j,k,l)	(m)	\$ 1,396,803
Total Contract Cost (line f-m)		(n)	\$ 1,622,809

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

Exhibit B - Contractor's Budget
FY 14-15
Page 2 of 29

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/12- 6/30/15
 FISCAL YEAR: 2014 - 2015

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Classified Administrator*	3	9,766	23.3330%	6,836.10	\$ 82,033
	Site Manager	9	6,956	20.0000%	12,520.80	150,250
	Employment Coaches	9	6,178	100.0000%	55,602.00	667,224
	Support Services Staff	2	3,234	20.0000%	1,293.60	15,523
	*Administrative Staff					
Total Salaries:					76,252.50	\$ 915,030

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classified Administrator	Site Manager	Employment Coaches	Support Services Staff	(5)	TOTAL
Health Plan (3)	\$ 33,731.42	\$ 101,179.80	\$ 96,030.00	\$ 21,340.00		\$ 252,281
Dental Plan (Included in Health Plan)						
Retirement	50,019.76	107,941.55	96,285.91	11,592.55		265,840
SUI	5,661.34	12,095.80	10,743.03	1,249.45		29,750
Social Security and/or Medicare	26,900.09	57,473.80	51,046.06	5,936.75		141,357
Worker's Compensation	21,801.37	46,580.05	41,370.66	4,811.50		114,563
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 138,113.98	\$ 325,271.00	\$ 295,475.66	\$ 44,930.25		\$ 803,791
Total # of Positions by Classification	23.3330%	20.0000%	100.0000%	20.0000%		
Total Fringe Benefits (4):	\$ 32,221.99	\$ 65,054.20	\$ 295,475.66	\$ 8,986.05		\$ 401,738

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Exhibit B - Contractor's Budget

Line Item	Narrative/Justification.	
Instructional Materials	\$1,750	Provide additional instructional material for client and staff use including additional worksheets and activities. Cost is based on prior years' expenditures for this program.
Office Supplies	\$13,777	Funds are required to provide office supplies to staff at GAIN sites and for GAIN Orientation administration staff. Cost is based on prior years' expenditures for this program.
Non-Capitalized Equipment	\$2,000	Funds are required to purchase equipment required by contract staff in the region and at LACOE Headquarters. Purchases may include computers, printers, and fax machines. LACOE GAIN will follow all guidelines and requirements related to equipment purchases outlined in the contract.
Mileage	\$5,000	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.555 per mile. Amount includes mileage costs for staff located at GAIN sites and for GAIN Orientation administration staff. Cost is based on prior years' expenditure for this program.
Travel Conference	\$1,000	Funds are required to allow staff to attend workshops and conferences sponsored by the California Placement Association, California Workforce Association, and other workshops and professional development opportunities. Cost is based on prior years' expenditure for this program.
Maintenance Equipment	\$500	Funds are required to repair equipment such as computers, fax machines, or printers on an as-needed basis. Cost is based on prior years' expenditure for this program.
Reprographics	\$800	Funds are required for duplication of materials as needed by the LACOE Reprographics Units. Cost is based on prior years' expenditure for this program.
Telephone	\$5,000	Funds are required for telephone service for contract staff located at LACOE Headquarters and for cell phone usage by Site Managers. All phone bills are reviewed by management to ensure appropriate use of equipment. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$100	Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System on an as-needed basis. Cost is based on prior years' expenditure for this program.

14-15

Page 3 of 29

Contract Budget Narrative

Exhibit B - Contractor's Budget

Line Item	Narrative/Justification.	14-15
Copier	\$900 Funds are required for copier expenses incurred by contract staff located at LACOE Headquarters. Cost is based on prior years' expenditure for this program.	Page 4 of 29
Incentives	\$70,000 Funds are requested to provide gift certificates and other incentives to participants who complete Orientation. Three e-gift cards/vouchers will be provided at each Orientation session.	
Building Operations	\$2,763 Funds are required for building maintenance expenses, operating services and operating supplies for contract staff located at LACOE Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Cost is based on prior years' expenditure for this program.	
Security Services	\$2,500 Funds are required for security expenses for contract staff located at LACOE Headquarters. Cost is based on prior years' expenditure for this program.	
Rent/Lease-Land & Building	\$62,411 Funds are required for rent expenses for warehouse space, a portion of site rents, and contract staff located at LACOE Headquarters. Cost is based on prior years' expenditure for this program.	
GPM (Accounting)	\$14,000 Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage. Amount estimated based on prior years' expenditures.	
Indirect Cost	\$123,540 Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Personnel Services, and Technet Support Services. The LACOE Indirect Rate for 2012-13 is 8.24%.	

DIRECT SERVICE PROVIDER BUDGET

Exhibit B - Contractor's Budget
FY 14-15
Page 5 of 29

PROJECT NAME: GAIN ORIENTATION SERVICES PROGRAM

CONTRACTOR: L. A. County Office of Education CONTACT PERSON: Steve Yamarone
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 922-8610

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Not Applicable			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
Total Direct Services Cost				\$ -

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

GAIN ORIENTATION SERVICES PROGRAM

Department or Agency Los Angeles County Office of Education Fiscal Year: 2014-2015
 Contact Person Steve Yamarone MOU Date: _____
 Phone No. (562) 922-8610 Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computer system, monitor	2	\$1,000.00	\$2,000.00
GRAND TOTAL				\$2,000.00

DPSS Review / Approval *(circle one)*

Name: _____ Title: _____
 Division/Section _____ Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
 - No EDP equipment over \$5,000 per item.

LINE ITEM BUDGET

PROJECT NAME: GAIN JOB SERVICES PROGRAM

CONTRACTOR: L.A. County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015
 FISCAL YEAR: 2014 - 2015

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (902) 923-8910

ADMINISTRATIVE COSTS:

		Cost	
Salaries and Benefits for Administrative Staff:			
	Salaries (see Personnel Schedule)	(a)	\$ 438,288
	Fringe Benefits (see Personnel Schedule)	(b)	170,257
	Personnel Subtotal (line a+b)	(c)	\$ 615,545
ADMINISTRATIVE OPERATING COSTS			
	Monthly Cost		Yearly Cost
Office Supplies	833.33		\$ 10,000
Non-Capitalized Equipment	833.33		10,000
Mileage	750.00		9,000
Travel/Conferences	188.67		2,264
Maintenance - Equipment	83.33		1,000
Workshops	83.33		1,000
Copier	500.00		6,000
Micro Parts	88.67		1,064
Telephone	2,500.00		30,000
Insurance-Other	375.00		4,500
Contract Services - Other	5,251.58		63,019
Contract Services - Temporary Agency	418.67		5,024
Contract Services - Food	750.00		9,000
Maintenance of Land & Building	850.00		10,200
Operations Supplies	318.67		3,824
Utilities	2,318.50		27,822
Operations Services	1,258.00		15,096
Security Services	418.67		5,024
Staff Services	13,239.50		158,874
Rent/Lease - Land & Building	19,339.83		232,078
Records Management	1,888.25		22,659
CPM (Accounting)	2,619.67		31,436
Operating Costs - Subtotal	54,027.00	(d)	\$ 648,324
	Percentage		Yearly Cost
INDIRECT COSTS (per approved %)	Indirect Cost - Subtotal	8.24%	(e) \$ 106,143
Total Administrative Cost (The sum of line c,d,e)		(f)	\$ 1,388,010

DIRECT SERVICES COSTS:

		Cost	
Salaries and Benefits for Staff Providing Direct Services:			
	Salaries (see Personnel Schedule)	(g)	\$ 8,747,010
	Fringe Benefits (see Personnel Schedule)	(h)	3,171,159
	Personnel Subtotal (line g+h)	(i)	\$ 11,918,169
DIRECT SERVICES OPERATING COSTS			
	Monthly Cost		Yearly Cost
Other Books	85.00		\$ 1,020
Instructional Materials	5,283.33		63,400
Office Supplies	833.33		10,000
Support Costs for Requested Classes	20,833.33		250,000
Non-Capitalized Equipment	8,888.67		106,664
Mileage	3,571.00		42,852
Telephone	8,818.67		105,824
Sub/Mixed Postage	750.00		9,000
Travel/Conferences	341.67		4,100
Outside Conference Facilities	188.67		2,264
Rent/Lease Equipment	850.00		10,200
Maintenance - Equipment	750.00		9,000
Maintenance of Land & Building	2,438.92		29,267
Reprographics	1,512.50		18,150
Workshops	333.33		4,000
Outside Printing	333.33		4,000
Copier	3,837.50		46,050
Micro Parts	350.00		4,200
Operations Supplies	1,054.33		12,652
Utilities	8,382.83		100,594
Operations Services	7,487.83		89,854
Security Services	20,279.75		243,357
Rent/Lease - Land & Building	130,288.33		1,563,460
Operating Costs - Subtotal	221,555.32	(j)	\$ 2,778,864
Sub-Contracted costs (from Direct Service Provider Budget)			
Subcontractor 1 - Clothes The Deal	10,418.67		125,024
Subcontractor 2			
Subcontractor 3			
Sub-Contract Costs - Subtotal		(k)	\$ 125,000
	Percentage		Yearly Cost
INDIRECT COSTS (per approved %)	Indirect Cost - Subtotal	8.24%	(l) \$ 1,066,522
Total Direct Services Costs (line i,j,k,l)		(m)	\$ 15,878,395
Total Contract Cost (line f+m)		(n)	\$ 15,249,405

Note:
 (f) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (n) All costs must be reasonable and justified by the percentage of costs in serving specified target population.

PERSONNEL SCHEDULE (page 1 of 2)

Exhibit B - Contractor's Budget
FY 14-15
Page 9 of 29

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015
 FISCAL YEAR: 2014 - 2015

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Classified Administrator*	6	8,263.00	73.33334%	36,357.20	\$ 436,288
	Site Manager	11	6,900.00	71.81818%	54,510.00	654,120
	Employment Coaches	93	4,948.00	100.00000%	460,164.00	5,521,968
	Support Services Staff	9	4,205.00	91.11111%	34,481.00	413,772
	Clerical Limited Term				12,429.17	149,150
	Clerical Overtime				666.66	8,000
	*Administrative Staff					
	Total Salaries:				598,608.03	\$ 7,183,296

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classified Administrator	Site Manager	Employment Coaches	Support services staff	Clerical Limited Term	(%)	TOTAL
Health Plan (3)	\$ 67,453.19	\$ 123,664.20	\$ 992,310.00	\$ 96,030.00			\$ 1,279,457
Dental Plan (Included in Health Plan)							
Retirement	85,010.79	130,893.10	804,417.95	66,722.16			1,087,044
SUI	9,578.43	14,664.35	88,897.39	7,312.45	\$ 2,401.32		122,854
Social Security and/or Medicare	45,512.42	69,678.47	422,400.64	34,745.46	11,409.98		583,747
Worker's Compensation	36,885.88	56,471.44	342,337.77	28,169.72	9,580.52		473,416
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Fringe Benefit Subtotal	\$ 244,440.71	\$ 395,371.56	\$ 2,650,363.75	\$ 232,989.79	\$ 23,371.82		\$ 3,546,518
% Time Allocation	73.33334%	71.81818%	100.00000%	91.11111%	100.00000%		
Total Fringe Benefits (4):	\$ 179,256.54	\$ 283,948.66	\$ 2,650,363.75	\$ 212,261.36	\$ 23,371.82		\$ 3,349,202

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item		Narrative/Justification.
Other Books	\$780	Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation. Cost is based on prior years' expenditure for this program.
Instructional Materials	\$107,800	Funds are required to provide instructional materials for client and staff use. Materials include the Job Preparation Guide, worksheets, and activities that go along with this curriculum. Additional instructional materials that directly benefit the client may also be purchased.
Office Supplies	\$109,088	Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. Over 300 individual items are warehoused and inventoried for staff to service our clients. Cost is based on prior years' expenditure for this program. Latest increase due to supplies for additional staff to service additional classes/clients under the new model.
Non-capitalized Equipment	\$90,000	Please refer to EDP Schedule/Justification.
Mileage	\$45,852	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.555 per mile. Amount includes costs for staff based in all regions as well as GAIN Job Services administration. Cost is based on prior years' expenditure for this program.
Travel/Conference	\$8,500	Funds are required to allow staff to attend and present at conferences such as the annual CWA conference and other professional development opportunities. Cost is based on prior years' expenditure for this program.
Outside Conference Facilities	\$2,000	Funds are required to rent outside conference facilities on an as-needed basis when LACOE facilities are unavailable or unsuitable for conference needs. Cost is based on prior years' expenditure for this program.
Insurance-Other	\$4,500	Funds are required to cover auto insurance costs on GAIN vehicles required to make deliveries to support job club sites. Cost is based on prior years' expenditure for this program.
Rent/Lease-Equipment	\$10,560	Funds are required to lease a van and truck to make deliveries to sites. (Van \$330 per month/Truck \$550 per month)
Maintenance-Equipment	\$4,000	Funds are required to repair equipment such as computers, fax machines, or printers on an as-needed basis. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item		Narrative/Justification.
Reprographics	\$18,150	Funds are required for duplication of materials as needed by the LACOE Reprographics Units. Cost is based on prior years' expenditure for this program.
Telephone	\$111,800	Funds are required for telephone service at job club sites in all regions and telephone service for contract staff located at LACOE Headquarters. Site telephone costs include a "phone bank" at each site consisting of 5-10 phones for participants to call potential employers. This amount also includes cell phone costs for select managers. All phone bills are reviewed by management to ensure appropriate use of equipment. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$3,000	Funds are required to allow staff to mail letters, notices (6006s, 6007s), and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Workshops	\$5,000	Funds are required for staff to attend LACOE sponsored workshops including those sponsored by the LACOE Workforce and Organization Development. These cost-effective workshops provide opportunities for professional growth. Cost is based on prior years' expenditure for this program.
Outside Printing	\$4,000	Funds are required to print materials with an outside printing vendor when the LACOE Reprographics Unit cannot process the requested job. All jobs are coordinated and monitored by the LACOE Reprographics Supervisor. Cost is based on prior years' expenditure for this program.
Copier	\$53,250	Funds are required for copier expense incurred at all job club sites and at LACOE Headquarters. LACOE follows standard procurement bidding guidelines to contract with appropriate vendors. Cost is based on prior years' expenditure for this program.
Micro Parts	\$5,000	Funds are required to purchase computer parts to repair machines at job club sites and LACOE Headquarters. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item		Narrative/Justification.
Contract Services-Clothes the Deal	\$125,000	Funds are required for Clothes the Deal to facilitate the donation and collection of larger sized clothing for GAIN clients. CTD would establish clothing drives and work with large companies and retail stores targeting larger clothing. These funds would allow CTD to expand activities to increase number of items available for clients.
Contract Services-Translators/ Language Line	\$20,443	Funds would be utilized as needed to hire translators or contract with Language Line to serve NE-NS speaking clients. Language Line is only used when no translators are available.
Contract Services-Other	\$42,576	Funds are required to contract for services with organizations outside of LACOE. Contracts with outside agencies under consideration include E-Skills Computerized Competency Testing, InterviewStreaming.com for on-line practice interviews, and Workforce 2.0 for job development/placement coordination countywide.
Contract Services-Temporary Agency	\$5,000	Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available. Cost is based on prior years' expenditure for this program.
Contract Services-Food	\$3,000	Funds are required to contract for food services at events sponsored by LACOE GAIN or at the request of DPSS. Cost is based on prior years' expenditure for this program.
Support Costs for Requested Classes	\$250,000	Funds are requested to support and provide classes by public educational/training providers which will lead to employment at the conclusion of these classes. Classes would be coordinated by LACOE and these classes MUST be approved in advance by DPSS. Agencies would only be reimbursed for actual costs.
Building Operations	\$160,857	Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate. Cost is based on prior years' expenditure for this program.
Utilities	\$102,952	Funds are required to pay for utilities at all GAIN job club sites and at LACOE Headquarters. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item	Narrative/Justification.
Security Services	\$248,357 Funds are required for security services at all GAIN job club sites and LACOE Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure for this program. Funds required for increased officer hours as needed.
Staff Services	\$159,594 Funds are required for staff services performed by other LACOE divisions at GAIN job club sites in all regions and at LACOE Headquarters. Other divisions' personnel (including custodians at GAIN HQ in Downey, Facility Planners, etc.), perform services and actual documented salary costs are charged to this account.
Rent/Lease Building	\$1,795,514 Funds are required for rent/leases at GAIN job club sites and at LACOE Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, and Santa Clarita. Amount estimated on prior year's expenditure.
Records Management	\$23,979 Funds are required for storage of class rosters, participant folders, and other data as required by the contract. Amount estimated on prior years' expenditure.
FSSGC (Accounting)	\$31,436 Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage. Amount estimated based on prior years' expenditures.
Indirect Cost	\$1,160,665 Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Personnel Services, Employee Relations, and Technet Support Services. The current (2012-13) LACOE Indirect Rate for this program is 8.24%.

DIRECT SERVICE PROVIDER BUDGET

Exhibit B - Contractor's Budget
 FY 14-15
 Page 15 of 29

PROJECT NAME: GAIN JOB SERVICES PROGRAM

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON: Steve Yamarone

CONTRACT PERIOD: 7/01/2012 - 6/30/2015

TELEPHONE NUMBER: (562) 922-8810

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Not Applicable			
2				
3				
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21				
Total Direct Services Cost				

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

GAIN JOB SERVICES PROGRAM

Fiscal Year: 2014 - 2015

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

LACOE GAIN strives to provide high quality job readiness services to GAIN participants in
the most efficient and cost-effective way possible. Computers and printers are used by participants
to create high quality resumes and do internet job searches. Some computers will be used by LACOE
staff to create required reports. Digital video cameras, digital cameras, projectors, ink jet printers,
fax machines, and TV/DVD combos are used at all job club sites to teach participants job readiness
skills and assist them in finding employment.

Our goal is to provide up-to-date, working technology to all of our sites. The requested computers would
be used to replace broken, out-dated equipment. Similarly, the other equipment requested would mainly
be used as "replacement" equipment and would only be purchased on an as-needed basis.

Prepared by: Steve Yamarone
Phone No. 562-922-8610

Use additional sheets as needed.

LINE ITEM BUDGET

PROJECT NAME: REFUGEE EMPLOYMENT PROGRAM - CALWORKS

CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve Yamarone

CONTRACT PERIOD: 7/01/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 522-8610

FISCAL YEAR: 2014 - 2015

ADMINISTRATIVE COSTS:

		Cost	
<u>Salaries and Benefits for Administrative Staff:</u>			
	Salaries (from Personnel Schedule)	(a)	_____
	Fringe Benefits (from Personnel Schedule)	(b)	_____
	Personnel Subtotal (line a+b)	(c)	-
ADMINISTRATIVE OPERATING COSTS			
	Monthly Cost		Yearly Cost
	Grants Project Management (Accounting)	266.67	\$ 3,200
	Operating Costs - Subtotal	266.67 (d)	\$ 3,200
INDIRECT COSTS (List approved %)			
	Percentage		Yearly Cost
	Indirect Cost - Subtotal	8.24% (e)	\$ 264
	Total Administrative Cost (The sum of line c,d,e)	(f)	\$ 3,464

DIRECT SERVICES COSTS:

		Cost	
<u>Salaries and Benefits for Staff Providing Direct Services:</u>			
	Salaries (from Personnel Schedule)	(g)	\$ 116,970
	Fringe Benefits (from Personnel Schedule)	(h)	50,785
	Personnel Subtotal (line g-h)	(i)	\$ 167,755
DIRECT SERVICES OPERATING COSTS			
	Monthly Cost		Yearly Cost
	Office and Other Supplies	167.83	\$ 2,014
	Mileage	335.75	4,029
	Telephone	167.83	2,014
	Operations Services	150.08	1,801
	Security Services	383.17	4,598
	Contract Services-Other	3,143.25	37,719
	Rent/Lease - Land & Building	3,023.25	36,279
	Operating Costs - Subtotal	7,371.16 (j)	\$ 88,454
Sub-Contracted Costs (from Direct Service Provider Budget)			
	Subcontractor 1 - Clothes The Deal	_____	_____
	Subcontractor 2	_____	_____
	Subcontractor 3	_____	_____
	Sub-Contract Costs - Subtotal	(k)	-
INDIRECT COSTS (List approved %)			
	Percentage		Yearly Cost
	Indirect Cost - Subtotal	8.24% (l)	\$ 21,112
	Total Direct Services Costs (line i,j,k,l)	(m)	\$ 277,321
	Total Contract Cost (line f-m)	(n)	\$ 280,784

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
- (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015
 FISCAL YEAR: 2014 - 2015

CONTACT PERSON: Steve Yamarone
 TELEPHONE NUMBER: (562) 922-8610

Exhibit B - Contractor's Budget
 FY 14-15
 Page 19 of 29

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Site Manager	1	6,779.00	39.500%	2,677.71	\$ 32,132
	Employment Coach	2	6,178.00	55.300%	8,832.87	81,994
	Clerical - Limited Term				237.00	2,844
Total Salaries:					9,747.58	\$ 116,970

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Site Manager	Employment Coach	Clerical-Limited Term		(5)	TOTAL
Health Plan (3)	\$ 11,242.20	\$ 21,340.00				\$ 32,582
Dental Plan (Included in Health Plan)						
Retirement	11,698.00	21,396.37				33,094
SUI	1,309.67	2,387.29	\$ 57.96			3,755
Social Security and/or Medicare	6,223.01	11,343.29	275.41			17,842
Worker's Compensation	5,043.49	9,193.25	230.76			14,468
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 35,516.37	\$ 65,660.20	\$ 564.13			\$ 101,741
% Time Allocation	39.500%	55.300%	79.000%			
Total Fringe Benefits (4):	\$ 14,028.97	\$ 36,310.09	\$ 445.66			\$ 50,785

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Career Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item	Narrative/Justification.
Office and Other Supplies	\$2,014 Funds are required to provide office supplies to staff servicing REP clients throughout the county. Cost is estimated based on the projected number of clients.
Mileage	\$4,029 Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program at the current IRS-approved rate (\$.555/mi presently) Cost is based on the projected number of personnel that will be traveling and the geographic location of those sites.
Telephone	\$2,014 Funds are required to provide cell phones to staff assigned to this program and the telephone service used by staff and participants at the job club sites. Staff will be traveling among sites to facilitate language-specific classes. All phone bills are reviewed by management to ensure appropriate use of equipment.
Contract Services-Other	\$37,719 Funds are required to contract for services with organizations outside of LACOE. Contracts with outside agencies would include Language Line and other translation services, temporary clerical services from an outside agency when LACOE services are not available. Also included are temporary personnel who possess required bilingual skills not immediately available. Cost is based on the projected number of clients.
Rent/Lease--Land & Buildir	\$ 36,279 Funds are required for the allocated costs for use of other job club sites for REP classes.
Operations Services	\$1,801 Funds will be used for direct documented/allocated support costs including custodial services and other costs at the job club sites used for REP classes.
Security Services	\$4,598 Funds will be used for security services at the job club sites used for REP classes.
Grants Project Managemen	\$3,200 Funds are required for LACOE Grants Project Management unit. This unit handles program accounting, invoicing and fiscal compliance. Funds are allocated based on actual program usage.
Indirect Cost	\$ 21,376 Indirect is charged at the applicable CDE-approved rate (8.24% for 2012-13).

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GAIN REFUGEE EMPLOYMENT PROGRAM - CALWORKS

CONTRACTOR: L.A. County Office of E CONTACT PERSON: Steve Yamarone
 CONTRACT PERIOD: 7/1/2012 - 6/30/2015 TELEPHONE NUMBER: (862) 922-8610

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Not Applicable			
2				
3				
4				
5				
6				
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8				
9				
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12				
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21				
Total Direct Services Cost				

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and explanations must be clearly explained.

LINE ITEM BUDGET

PROJECT NAME: REFUGEE EMPLOYMENT PROGRAM - NON-CALWORKS
 CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve Yamarone
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 522-8610
 FISCAL YEAR: 2014 - 2015

ADMINISTRATIVE COSTS:

		Cost	
<u>Salaries and Benefits for Administrative Staff:</u>			
	Salaries (from Personnel Schedule)	(a)	_____
	Fringe Benefits (from Personnel Schedule)	(b)	_____
	Personnel Subtotal (line a+b)	(c)	\$ -
ADMINISTRATIVE OPERATING COSTS			
	Grants Project Management (Accounting)	Monthly Cost	Yearly Cost
		70.83	850
	Operating Costs - Subtotal	70.83 (d)	\$ 850
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24% (e)	\$ 70
	Total Administrative Cost (The sum of line c,d,e)	(f)	\$ 920

DIRECT SERVICES COSTS:

		Cost	
<u>Salaries and Benefits for Staff Providing Direct Services:</u>			
	Salaries (from Personnel Schedule)	(g)	\$ 31,094
	Fringe Benefits (from Personnel Schedule)	(h)	13,500
	Personnel Subtotal (line g-h)	(i)	\$ 44,594
DIRECT SERVICES OPERATING COSTS			
	Office and Other Supplies	Monthly Cost	Yearly Cost
	Mileage	44.67	536
	Telephone	89.25	1,071
	Operations Services	44.67	536
	Security Services	39.92	479
	Contract Services-Other	101.83	1,222
	Rent/Lease - Land & Building	835.50	10,025
		803.67	9,644
	Operating Costs - Subtotal	1,959.51 (j)	\$ 23,514
Sub-Contracted Costs (from Direct Service Provider Budget)			
	Subcontractor 1 - Clothes The Deal	_____	_____
	Subcontractor 2	_____	_____
	Subcontractor 3	_____	_____
	Sub-Contract Costs - Subtotal	(k)	\$ -
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal	8.24% (l)	\$ 5,612
	Total Direct Services Costs (line i,j,k,l)	(m)	\$ 73,720
	Total Contract Cost (line f-m)	(n)	\$ 74,640

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
- (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

Exhibit B - Contractor's Budget

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2012 - 6/30/2015
 FISCAL YEAR: 2014 - 2015

CONTACT PERSON: Steve Yamarone FY 14-15
 TELEPHONE NUMBER: (562) 922-8610 Page 25 of 29

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Site Manager	1	6,779	10.500%	711.80	8,542
	Employment Coach	2	6,178	14.700%	1,818.33	21,796
	Clerical - Limited Term				63.00	756
Total Salaries:					2,591.13	\$ 31,094

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Site Manager	Employment Coach	Clerical-Limited Term	(4)	TOTAL
Health Plan (3)	\$ 11,242.19	\$ 21,340.00			\$ 32,582
Dental Plan (Included in Health Plan)					
Retirement	11,698.00	21,396.33			33,094
SUI	1,309.71	2,387.28	\$ 57.95		3,755
Social Security and/or Medicare	6,223.05	11,343.33	275.38		17,842
Worker's Compensation	5,043.52	9,193.27	230.76		14,468
Long-Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 35,516.47	\$ 65,660.21	\$ 564.09		\$ 101,741
% Time Allocation	10.500%	14.700%	21.000%		
Total Fringe Benefits (4):	\$ 3,729.23	\$ 9,652.05	\$ 118.46		\$ 13,500

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Career Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item		Narrative/Justification.
Office and Other Supplies	\$536	Funds are required to provide office supplies to staff servicing REP clients throughout the county. Cost is estimated based on the projected number of clients.
Mileage	\$1,071	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program at the current IRS-approved rate (\$.555/mi presently) Cost is based on the projected number of personnel that will be traveling and the geographic location of those sites.
Telephone	\$536	Funds are required to provide cell phones to staff assigned to this program and the telephone service used by staff and participants at the job club sites. Staff will be traveling among sites to facilitate language-specific classes. All phone bills are reviewed by management to ensure appropriate use of equipment.
Contract Services-Other	\$10,026	Funds are required to contract for services with organizations outside of LACOE. Contracts with outside agencies would include Language Line and other translation services, temporary clerical services from an outside agency when LACOE services are not available. Also included are temporary personnel who possess required bilingual skills not immediately available. Cost is based on the projected number of clients.
Rent/Lease--Land & Buildi	\$ 9,644	Funds are required for the allocated costs for use of other job club sites for REP classes.
Operations Services	\$479	Funds will be used for direct documented/allocated support costs including custodial services and other costs at the job club sites used for REP classes.
Security Services	\$1,222	Funds will be used for security services at the job club sites used for REP classes.
Grants Project Manageme	\$850	Funds are required for LACOE Grants Project Management unit. This unit handles program accounting, invoicing and fiscal compliance. Funds are allocated based on actual program usage.
Indirect Cost	\$ 5,682	Indirect is charged at the applicable CDE-approved rate (8.24% for 2012-13).

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME GAIN REFUGEE EMPLOYMENT PROGRAM - NON-CALWORKS

CONTRACTOR: L.A. County Office of Education CONTACT PERSON: Steve Yamarone
 CONTRACT PER 7/1/2012 - 6/30/2015 TELEPHONE NUMBER: (562) 922-8610

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1 Not Applicable			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
Total Direct Services Cost			

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and computations must be clearly explained.

EXHIBIT C
CONTRACTOR'S
EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with **Section 4.32.010 of the Code of the County of Los Angeles**, the Contractor, Supplier, or Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT D
COUNTY'S ADMINISTRATION

EXHIBIT D

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NUMBER:

COUNTY CONTRACT MANAGER:

Name: Jake Ross
Title: County Contract Manager
Address: 12900 Crossroads Parkway South, East Annex, 2nd floor
City of Industry, CA 91746
Telephone: (562) 908-4451
Facsimile: (562) 908-0590
E-Mail Address: jakeross@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: Lynol Phillips
Title: County Contract Administrator
Address: 12900 Crossroads Parkway South, East Annex, 2nd floor
City of Industry, CA 91746
Telephone: (562) 908-4431
Facsimile: (562) 908-0590
E-Mail Address: lynolphillips@dpss.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR:

Name: Shawn Owens
Title: County Contract Program Monitor
Address: 12900 Crossroads Parkway South, East Annex, 2nd floor
City of Industry, CA 91746
Telephone: (562) 908-3538
Facsimile: (562) 908-0590
E-Mail Address: shawnowens@dpss.lacounty.gov

EXHIBIT E
CONTRACTOR'S ADMINISTRATION

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NUMBER:

CONTRACTOR MANAGER:

Name: Steve Yamarone
Title: Director, LACOE GAIN/GROW Division
Address: 9525 E. Imperial Highway
Downey, CA 90242-3009
Telephone: (562) 922-8664
Facsimile: (562) 922-8686
E-Mail Address: Yamarone_Steve@lacoedu

CONTRACTOR'S AUTHORIZED OFFICIAL OR DESIGNEE:

Name:	Dr. Alex Cherniss	Patrica Smith
Title:	Chief Business Officer	Controller
Address:	9300 E. Imperial Highway Downey, CA 90242-3009	9300 E Imperial Highway Downey, CA 90242-3009
Telephone:	(562) 922-6124	(562) 803-8579
Facsimile:	(562) 922-6678	(562) 803-8218
E-Mail Address:	Cherniss_Alex@lacoedu	Smith_Patricia@lacoedu

Notices to Contractor shall be sent to the following address:

Name: Steve Yamarone
Title: Director, LACOE GAIN/GROW Division
Address: 9525 E. Imperial Highway
Downey, CA 90242-3009
Telephone: (562) 922-8664
Facsimile: (562) 922-8686
E-Mail Address: Yamarone_Steve@lacoedu

EXHIBIT F

ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTS

**CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT F-1**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT F-2**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT F-3**

EXHIBIT F-1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: _____ CONTRACT No.: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement and acknowledgment may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONFLICT OF INTEREST POLICY:

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- \$ California Work Opportunity and Responsibility for Kids (CalWORKs)
- \$ Los Angeles County General Relief Program (GR)
- \$ California Medi-Cal Program (Medi-Cal)
- \$ Food Stamps Program (FS)
- \$ Social Services to Adults, Children, and Families
- \$ Supervision of Children Placed in Foster Care
- \$ Cuban/Haitian Entrant Program (CHEP)
- \$ Refugee Resettlement Program (RRP)
- \$ Special Circumstances (SC)
- \$ Repatriate Program (Repat)
- \$ Cash Assistance Program for Immigrants (CAPI)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: _____ CONTRACT No.: _____

EMPLOYEE NAME: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONFLICT OF INTEREST POLICY:

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- § California Work Opportunity and Responsibility for Kids (CalWORKs)
- § Los Angeles County General Relief Program (GR)
- § California Medi-Cal Program (Medi-Cal)
- § Food Stamps Program (FS)
- § Social Services to Adults, Children, and Families
- § Supervision of Children Placed in Foster Care
- § Cuban/Haitian Entrant Program (CHEP)
- § Refugee Resettlement Program (RRP)
- § Special Circumstances (SC)
- § Repatriate Program (Repat)
- § Cash Assistance Program for Immigrants (CAPI)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F-3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: _____ CONTRACT No.: _____

NON-EMPLOYEE NAME: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONFLICT OF INTEREST POLICY:

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- § California Work Opportunity and Responsibility for Kids (CalWORKs)
- § Los Angeles County General Relief Program (GR)
- § California Medi-Cal Program (Medi-Cal)
- § Food Stamps Program (FS)
- § Social Services to Adults, Children, and Families
- § Supervision of Children Placed in Foster Care
- § Cuban/Haitian Entrant Program (CHEP)
- § Refugee Resettlement Program (RRP)
- § Special Circumstances (SC)
- § Repatriate Program (Repat)
- § Cash Assistance Program for Immigrants (CAPI)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A.** “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B.** “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C.** “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1.** A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2.** A contract where federal or State law or a condition of a federal or State program mandates the use of a particular contractor; or
 - 3.** A purchase made through a State or federal contract; or
 - 4.** A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5.** A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6.** A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7.** A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8.** A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
 - 9.**

- D.** “Full-time” means 40 hours or more worked per week or a lesser number of hours if:
- 1.** The lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or
 - 2.** The contractor has a long-standing practice that defines the lesser number of hours as full-time.
- E.** “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A.** Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B.** Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002).

2.203.060 Enforcement and Remedies.

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- A.** Recommend to the board of supervisors the termination of the contract; and/or,
- B.** Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002).

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT G

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The Contractor is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I. Attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of “Contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“**Dominant in its field of operation**” means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“**Affiliate or subsidiary of a business dominant in its field of operation**” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the Contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT H

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT I

Intentionally Omitted

EXHIBIT J
CONTRACTOR'S
NON-DISCRIMINATION IN SERVICE CERTIFICATION

EXHIBIT J

**CONTRACTOR'S
NON-DISCRIMINATION IN-SERVICE STATEMENT**

CONTRACTOR's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL

In accordance with **Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1980***, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | |
|----|---|------------------|
| | | (Circle one) |
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. | The CONTRACTOR periodically monitors the equal provision of services to ensure non-discrimination. | Yes No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified length of time. | Yes No |

Authorized Official's Printed Name and Title: _____

Authorized Official's Signature: _____

Date: _____

EXHIBIT K

ATTESTATION TO WILLINGNESS

TO CONSIDER GAIN/GROW PARTICIPANTS

EXHIBIT K

**ATTESTATION TO WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for Services Purchase Order Contract award, vendors shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors shall complete, sign, and return with their quotation this attachment form entitled "Attestation of Willingness to Consider GAIN/GROW Participants." Vendors who are unable to meet his requirement shall not be considered for Purchase Order award.

Vendor shall complete all of the following information, sign, at the indicated location, and return this form:

A. Vendor has a proven record of hiring GAIN/GROW participants:

YES **NO**

(Subject verification by COUNTY)

B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that vendor is willing to interview qualified GAIN/GROW participants:

YES **NO**

If YES, state the name and phone number of the person whom the COUNTY may contact to refer GAIN/GROW participants: _____.

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available:

YES **NO** **NA** (program not available)

VENDOR

(Type or Print Name of Firm)

By: _____

Type or Print Name: _____

Type or Print Title: _____

EXHIBIT L

SAMPLE MONTHLY INVOICE FORMAT

EXHIBIT L-1

JOB READINESS & CAREER PLANNING SERVICES

SAMPLE MONTHLY INVOICE FORMAT

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invoice Date: _____ Invoice No: _____

Contractor Social Security or Taxpayer I.D. No: _____

Invoice Period:

From: _____ To: _____

Monthly Reimbursements:

A. Orientation for regular CalWORKs participants \$ _____

B. Job Club Services for regular CalWORKs participants \$ _____

SUBTOTAL (A + B): \$ _____

Total Invoice Amount : \$ _____

Contractor Signature

Date Signed _____

TO BE COMPLETED BY CCA

Job Club Services:

Liquidated Damages \$ _____

Total Due Contractor \$ _____

County Contract Administrator (CCA) Signature

Date Signed _____

EXHIBIT L-2

JOB READINESS & CAREER PLANNING SERVICES-CalWORKs REP

SAMPLE MONTHLY INVOICE FORMAT

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invoice Date: _____ Invoice No: _____

Contractor Social Security or Taxpayer I.D. No: _____

Invoice Period:

From: _____ To: _____

Monthly Reimbursements for CalWORKs REP Participants:

A. Orientation \$ _____

B. Job Club Services \$ _____

SUBTOTAL (A + B): \$ _____

Total Invoice Amount : \$ _____

Number of CalWORKs REP Participants served: _____

Refugee Cash Assistance _____

General Relief _____

Non-Aided _____

Total _____

Contractor Signature Date Signed _____

TO BE COMPLETED BY CCA

Job Club Services:

Liquidated Damages \$ _____

Total Due Contractor \$ _____

County Contract Administrator (CCA) Signature Date Signed _____

EXHIBIT L-3

JOB READINESS & CAREER PLANNING SERVICES-Non-CalWORKs REP

SAMPLE MONTHLY INVOICE FORMAT

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invoice Date: _____ Invoice No: _____

Contractor Social Security or Taxpayer I.D. No: _____

Invoice Period:

From: _____ To: _____

Monthly Reimbursements for Non-CalWORKs REP Participants::

A. Orientation \$ _____

B. Job Club Services \$ _____

SUBTOTAL (A + B): \$ _____

Total Invoice Amount : \$ _____

Number of CalWORKs REP Participants served: _____

Refugee Cash Assistance _____

General Relief _____

Non-Aided _____

Total _____

Contractor Signature

Date Signed _____

TO BE COMPLETED BY CCA

Job Club Services:

Liquidated Damages \$ _____

Total Due Contractor \$ _____

County Contract Administrator (CCA) Signature

Date Signed _____

EXHIBIT M

SAMPLE QUARTERLY RECONCILIATION INVOICE FORMAT

**EXHIBIT M
JOB READINESS & CAREER PLANNING SERVICES**

SAMPLE RECONCILIATION INVOICE

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invoice Date: _____ Invoice No: _____

Contractor Social Security or Taxpayer I.D. No: _____

Reconciliation Period:

From: _____ To: _____

Actual Costs: (From Detail Attachment)

A. Orientation for regular CalWORKs participants \$ _____

B. Job Club Services for regular CalWORKs participants \$ _____

SUBTOTAL (A + B): \$ _____

Less Invoice Amounts Received \$ _____

Total Invoice Amount to be Paid: \$ _____

Contractor's Authorizing Signature

Date Signed _____

County's Approval Name (print)

Date Signed _____

TO BE COMPLETED BY CCA

Job Club Services:

Liquidated Damages \$ _____

Total Due Contractor \$ _____

County Contract Administrator (CCA) Signature

Date Signed _____

**EXHIBIT M
JOB READINESS AND CAREER PLANNING SERVICES
SAMPLE QUARTERLY RECONCILIATION INVOICE FORMAT**

ORIENTATION SERVICES

Personnel Expenditures

<u>Classification</u>	<u>Salaries this Quarter</u>	<u>Fringe Benefits this Quarter</u>	<u>Quarter Costs</u>	<u>Year-to-date costs</u>
Certified Administrator	_____	_____	_____	_____
Classified Administrator	_____	_____	_____	_____
Site Manager	_____	_____	_____	_____
Employment Coaches	_____	_____	_____	_____
Employment Coaches (Bilingual)	_____	_____	_____	_____
Support Services Staff	_____	_____	_____	_____
Classified Service Staff	_____	_____	_____	_____
Classified Limited Term	_____	_____	_____	_____
Classified Overtime	_____	_____	_____	_____
Other	_____	_____	_____	_____
Staff Salary Adjustment	_____	_____	_____	_____
Total:	_____	_____	_____	_____
Total Personnel Expenditures (Salaries and Fringe Benefits)			_____	_____

Other Expenditures

<u>Line Item</u>	<u>Quarter Costs</u>	<u>Year- to-date costs</u>
Instructional Materials	_____	_____
Office Supplies	_____	_____
Mileage	_____	_____
Travel/Conferences	_____	_____
Rent/Lease Equipment	_____	_____
Maintenance-Equipment	_____	_____
Reprographics	_____	_____
Telephone	_____	_____
Bulk Meter Postage	_____	_____
Copier	_____	_____
All Other Equipment	_____	_____
Maintenance of Land and Building	_____	_____
Utilities/Housekeeping	_____	_____
Security Services	_____	_____
Rent/Lease Building	_____	_____
Indirect Costs	_____	_____
Total Other Expenditures	_____	_____

Total Personnel and Other Expenditures _____

Other Fiscal Activities

Explain other changes, e.g. personnel change (vacant position, staff leave of absence, addition/deletion of staff, etc.), relocation of line item expenditures, etc.

**EXHIBIT M
JOB READINESS AND CAREER PLANNING SERVICES
SAMPLE QUARTERLY RECONCILIATION INVOICE FORMAT**

JOB CLUB SERVICES

Personnel Expenditures

<u>Classification</u>	<u>Salaries this Quarter</u>	<u>Fringe Benefits this Quarter</u>	<u>Quarter Costs</u>	<u>Year-to-date Costs</u>
Certified Administrator	_____	_____	_____	_____
Counselor	_____	_____	_____	_____
Classified Administrator	_____	_____	_____	_____
Site Manager	_____	_____	_____	_____
Employment Coaches	_____	_____	_____	_____
Support Services Staff	_____	_____	_____	_____
Classified Service Staff	_____	_____	_____	_____
Classified Limited Term	_____	_____	_____	_____
Classified Overtime	_____	_____	_____	_____
Other	_____	_____	_____	_____
Staff Salary Adjustment	_____	_____	_____	_____
Total:	_____	_____	_____	_____
Total Personnel Expenditures (Salaries and Fringe Benefits)			_____	_____

Other Expenditures

<u>Line Item</u>	<u>Quarter Costs</u>	<u>Year- to-date costs</u>
Other Books	_____	_____
Instructional Materials	_____	_____
Office Supplies	_____	_____
Mileage	_____	_____
Travel/Conferences	_____	_____
Outside Conference Facilities	_____	_____
Insurance-Other	_____	_____
Rent/Lease Equipment	_____	_____
Maintenance Equipment	_____	_____
Reprographics	_____	_____
Telephone	_____	_____
Bulk Meter Postage	_____	_____
Workshops	_____	_____
Outside Printing	_____	_____
Copier	_____	_____
Micro Software	_____	_____
Micro Parts	_____	_____
Contract Services-Other	_____	_____
Contract Services-Temporary Agencies	_____	_____
Contract Services-Food	_____	_____
All Other Equipment	_____	_____
Staff Services	_____	_____
Security Services	_____	_____
Rent/Lease Building	_____	_____
Building Operations	_____	_____
Utilities	_____	_____
Total Other Expenditures	_____	_____

Total Personnel and Other Expenditures

Other Fiscal Activities

Explain other changes, e.g. personnel change (vacant position, staff leave of absence, addition/deletion of staff, etc.), relocation of line item expenditures, royalty percentage, etc.

**EXHIBIT M
JOB READINESS & CAREER PLANNING SERVICES
SAMPLE RECONCILIATION INVOICE**

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invoice Date: _____ Invoice No: _____

Contractor Social Security or Taxpayer I.D. No: _____

Reconciliation Period:

From: _____ To: _____

Actual Costs for CalWORKs REP: (From Detail Attachment)

A. Orientation \$ _____

B. Job Club Services \$ _____

SUBTOTAL (A + B): \$ _____

Less Invoice Amounts Received \$ _____

Total Invoice Amount to be Paid: \$ _____

Contractor's Authorizing Signature Date Signed _____

County's Approval Name (print) Date Signed _____

TO BE COMPLETED BY CCA

Job Club Services:

Liquidated Damages \$ _____

Total Due Contractor \$ _____

County Contract Administrator (CCA) Signature Date Signed _____

**EXHIBIT M
JOB READINESS AND CAREER PLANNING SERVICES
SAMPLE QUARTERLY RECONCILIATION INVOICE FORMAT**

JOB CLUB SERVICES-CalWORKs REP

Personnel Expenditures

<u>Classification</u>	<u>Salaries this Quarter</u>	<u>Fringe Benefits this Quarter</u>	<u>Quarter Costs</u>	<u>Year-to-date Costs</u>
Certified Administrator	_____	_____	_____	_____
Counselor	_____	_____	_____	_____
Classified Administrator	_____	_____	_____	_____
Site Manager	_____	_____	_____	_____
Employment Coaches	_____	_____	_____	_____
Support Services Staff	_____	_____	_____	_____
Classified Service Staff	_____	_____	_____	_____
Classified Limited Term	_____	_____	_____	_____
Classified Overtime	_____	_____	_____	_____
Other	_____	_____	_____	_____
Staff Salary Adjustment	_____	_____	_____	_____
Total:	_____	_____	_____	_____
Total Personnel Expenditures (Salaries and Fringe Benefits)			_____	_____

Other Expenditures

<u>Line Item</u>	<u>Quarter Costs</u>	<u>Year- to-date costs</u>
Other Books	_____	_____
Instructional Materials	_____	_____
Office Supplies	_____	_____
Mileage	_____	_____
Travel/Conferences	_____	_____
Outside Conference Facilities	_____	_____
Insurance-Other	_____	_____
Rent/Lease Equipment	_____	_____
Maintenance Equipment	_____	_____
Reprographics	_____	_____
Telephone	_____	_____
Bulk Meter Postage	_____	_____
Workshops	_____	_____
Outside Printing	_____	_____
Copier	_____	_____
Micro Software	_____	_____
Micro Parts	_____	_____
Contract Services-Other	_____	_____
Contract Services-Temporary Agencies	_____	_____
Contract Services-Food	_____	_____
All Other Equipment	_____	_____
Staff Services	_____	_____
Security Services	_____	_____
Rent/Lease Building	_____	_____
Building Operations	_____	_____
Utilities	_____	_____
Total Other Expenditures		

Total Personnel and Other Expenditures

Other Fiscal Activities

Explain other changes, e.g. personnel change (vacant position, staff leave of absence, addition/deletion of staff, etc.), relocation of line item expenditures, royalty percentage, etc.

**EXHIBIT M
JOB READINESS & CAREER PLANNING SERVICES
SAMPLE RECONCILIATION INVOICE**

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invoice Date: _____ Invoice No: _____

Contractor Social Security or Taxpayer I.D. No: _____

Reconciliation Period:

From: _____ To: _____

Actual Costs for Non-CalWORKs REP: (From Detail Attachment)

A. Orientation \$ _____

B. Job Club Services \$ _____

SUBTOTAL (A + B): \$ _____

Less Invoice Amounts Received \$ _____

Total Invoice Amount to be Paid: \$ _____

Contractor's Authorizing Signature Date Signed _____

County's Approval Name (print) Date Signed _____

TO BE COMPLETED BY CCA

Job Club Services:

Liquidated Damages \$ _____

Total Due Contractor \$ _____

County Contract Administrator (CCA) Signature Date Signed _____

**EXHIBIT M
JOB READINESS AND CAREER PLANNING SERVICES
SAMPLE QUARTERLY RECONCILIATION INVOICE FORMAT**

JOB CLUB SERVICES- Non-CalWORKs REP

Personnel Expenditures

<u>Classification</u>	<u>Salaries this Quarter</u>	<u>Fringe Benefits this Quarter</u>	<u>Quarter Costs</u>	<u>Year-to-date Costs</u>
Certified Administrator	_____	_____	_____	_____
Counselor	_____	_____	_____	_____
Classified Administrator	_____	_____	_____	_____
Site Manager	_____	_____	_____	_____
Employment Coaches	_____	_____	_____	_____
Support Services Staff	_____	_____	_____	_____
Classified Service Staff	_____	_____	_____	_____
Classified Limited Term	_____	_____	_____	_____
Classified Overtime	_____	_____	_____	_____
Other	_____	_____	_____	_____
Staff Salary Adjustment	_____	_____	_____	_____
Total:	_____	_____	_____	_____
Total Personnel Expenditures (Salaries and Fringe Benefits)			_____	_____

Other Expenditures

<u>Line Item</u>	<u>Quarter Costs</u>	<u>Year- to-date costs</u>
Other Books	_____	_____
Instructional Materials	_____	_____
Office Supplies	_____	_____
Mileage	_____	_____
Travel/Conferences	_____	_____
Outside Conference Facilities	_____	_____
Insurance-Other	_____	_____
Rent/Lease Equipment	_____	_____
Maintenance Equipment	_____	_____
Reprographics	_____	_____
Telephone	_____	_____
Bulk Meter Postage	_____	_____
Workshops	_____	_____
Outside Printing	_____	_____
Copier	_____	_____
Micro Software	_____	_____
Micro Parts	_____	_____
Contract Services-Other	_____	_____
Contract Services-Temporary Agencies	_____	_____
Contract Services-Food	_____	_____
All Other Equipment	_____	_____
Staff Services	_____	_____
Security Services	_____	_____
Rent/Lease Building	_____	_____
Building Operations	_____	_____
Utilities	_____	_____
Total Other Expenditures		

Total Personnel and Other Expenditures

Other Fiscal Activities

Explain other changes, e.g. personnel change (vacant position, staff leave of absence, addition/deletion of staff, etc.), relocation of line item expenditures, royalty percentage, etc.

EXHIBIT N

INTERNAL REVENUE SERVICE NOTICE 1015

EXHIBIT N



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991

EXHIBIT O

CERTIFICATION OF NO CONFLICT OF INTEREST

EXHIBIT O

CERTIFICATION OF NO CONFLICT OF INTEREST

The *Los Angeles County Code, Section 2.180.010*, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this **Code**, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in **Number 1** serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of **Number 1**, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or
 - b. Participated in any way in developing the Contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in **Number 3**, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Contractor's Name

Contractor's Official Title

Official's Signature

EXHIBIT P

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE

CERTIFICATION

EXHIBIT P

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that:

- 1) It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) That all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

EXHIBIT Q

CIVIL RIGHTS RESOLUTION AGREEMENT

EXHIBIT Q

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS
RESOLUTION AGREEMENT WITH
THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, «Company», agree to comply with *the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX*. We, «Company», also agree to comply with the following Civil Rights provisions: *Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21*; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a Contractor with DPSS, «Company», agrees to comply with the provisions set forth in *the Resolution Agreement* aforementioned. Further, «Company», agrees to comply with the requirements of *the Resolution Agreement* and «Company» understands that it is necessary to ensure their respective public contact staff receives the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of *the Resolution Agreement*.

By signing this form, we, «Company», agree to the aforementioned.

Contractor's Signature

Date

Contractor's Address

EXHIBIT Q-1

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into ***an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX*** placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of ***the Resolution Agreement*** as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

EXHIBIT Q-2

CIVIL RIGHTS TRAINING REPORT

Contractor: _____

Address: _____

Contractor Manager: _____

Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

EXHIBIT Q-3

CIVIL RIGHTS COMPLAINT FLOWCHART

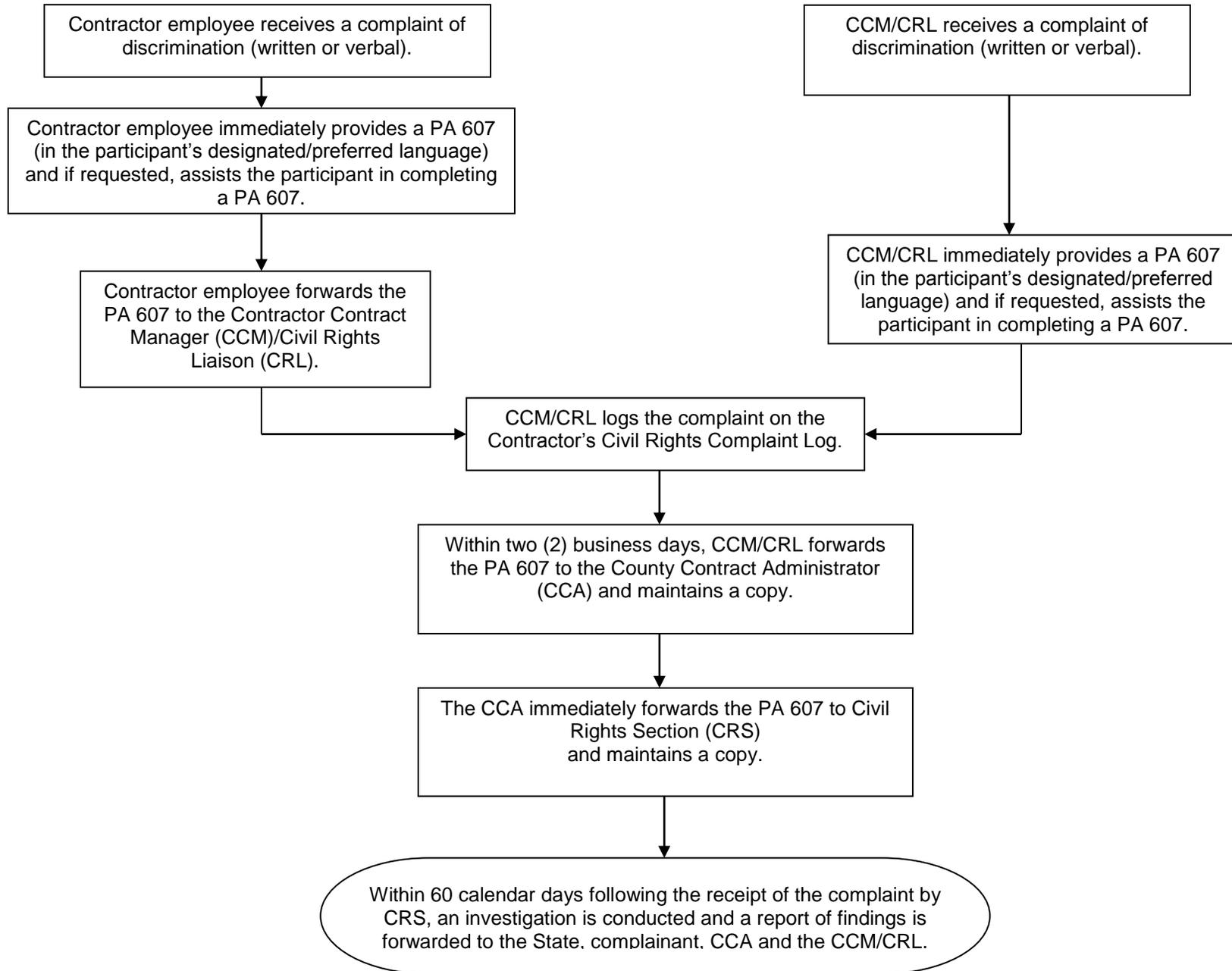


EXHIBIT Q-4

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME: []

CASE NUMBER: []

I, _____, hereby file this complaint of discriminatory treatment
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

Grid of checkboxes for discrimination reasons: RACE, NATIONAL ORIGIN, MARITAL STATUS, POLITICAL AFFILIATION, DISABILITY, RELIGION, AGE, SEXUAL ORIENTATION, ETHNIC GROUP IDENTIFICATION, SEX, COLOR, DOMESTIC PARTNERSHIP.

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

CONSENT GRANTED - By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

CONSENT DENIED - I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE) (DATE) ADDRESS: _____

TELEPHONE: _____

EXHIBIT R

CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT R

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to ***California's Supervision of Trustees and Fundraisers for Charitable Purposes Act*** which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company:

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under ***California's Supervision of Trustees and Fundraisers for Charitable Purposes Act***. If Proposer engages in activities subjecting it to those laws during the term of a County Contract, it will timely comply with them and provide County a copy of its initial registration with ***the California State Attorney General's Registry of Charitable Trusts*** when filed.

OR

Proposer or Contractor is registered with ***the California Registry of Charitable Trusts*** under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with ***the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586***.

Signature

Date

Name and Title of Signer (please print)

EXHIBIT S

CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION

EXHIBIT S

CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION

All staff working under the GAIN Job Readiness and Career Planning Services Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of Staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff is required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Due to the fact that legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW)

- | | |
|--|------------|
| • Assault and Battery | One year |
| • Malicious Mischief | One year |
| • Prostitution | One year |
| • Petty Theft | Five years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

EXHIBIT S

IV. NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", "ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW.)

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Conviction Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.

I understand that any omission or misstatement of material fact used to secure a position working on this Contract shall be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.

I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S):

Conviction Date: _____

I am currently on probation/parole. End date: _____

I am no longer on probation/parole. My probation/parole terminated on: _____

Signature

Date

Witnessed by: _____
Signature & Title

Date

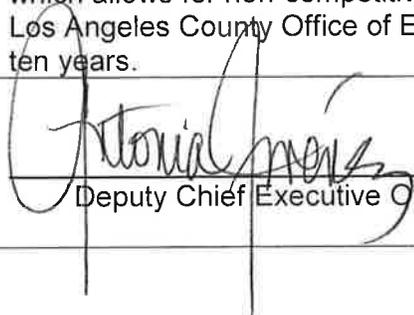
SOLE SOURCE

DEFINITION: Sole source procurement of services are made without a competitive process due to circumstances that preclude the County from obtaining competition. Generally, sole source procurements occur when the procurement of a service can only be made from one provider or when a particular provider is required.

POLICY: The County may award sole source contracts only when detailed justification exists. The requesting department is responsible for providing a detailed, reasonable justification for the contract. For contract values of \$250,000 or greater, the Board must be provided with a written notice (and copy to CEO) two weeks in advance of negotiating any sole source contracts.

PROCEDURE: Departments shall provide documentation for each item checked below:

SOLE SOURCE CHECKLIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	➤ Only one bona fide source for the service exists; performance and price completion are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an Option under an existing Contract.
	➤ It is in the best interest of the County e.g., administrative cost savings, too long a learning curve for a new service provider, etc.
√	Other reason. Please explain: This contract was procured in accordance with California Department of Social Services Operations Manual 23-650.1.12, which allows for non-competitive contracting with public education agencies. Los Angeles County Office of Education has provided these services for over ten years.
	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  _____ Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 5/23/12 _____ Date </div> </div>